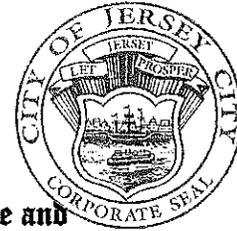


# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.220

Agenda No. 10.A

Approved: APR - 9 2014



TITLE:

## Resolution Commemorating The 74<sup>th</sup> Anniversary of the Katyn Forest Massacre and The 4<sup>th</sup> Anniversary of an Airplane Crash Near Smolensk

**Council as a whole, offered and moved adoption of the following resolution:**

**WHEREAS**, Katyn Forest is a wooded area near Gneizdovo Village, a short distance from Smolensk in Russia where, in 1940 on Stalin's orders, the NKVD killed and buried over 4,000 Polish service personnel that had been taken prisoner when the Soviet Union invaded Poland in September 1939 in WWII in support of the Nazis; and

**WHEREAS**, in 1943 the Nazis exhumed the Polish dead and blamed the Soviets. In 1944, having retaken the Katyn area from the Nazis, the Soviets exhumed the Polish dead again and blamed the Nazis. The rest of the world took its usual sides in such arguments; and

**WHEREAS**, until the 1990s, the Soviet Union was categorically denying its implication in the crime and blamed the German army as the culprits. In 1989, with the collapse of Soviet Power, Premier Gorbachev finally admitted that the Soviet NKVD had executed the Polish military, and confirmed two other burial sites similar to the site at Katyn. Stalin's order of March 1940 to execute by shooting some 25,700 Polish military, including those found at the three sites, was also disclosed with the collapse of Soviet Power. This particular second world war slaughter of Polish military is often referred to as the "Katyn Massacre" or the "Katyn Forest Massacre"; and

**WHEREAS**, on April 10, 2010 due to a tragic airplane crash, 96 officials and representatives of the Polish government perished and were killed near Smolensk, while en-route to KATYN to commemorate the 70th Anniversary of the massacre and to receive further documentation investigating the murders of the Polish officers in 1940 by the Soviet Secret Police. Among the victims were the President of Poland, Lech Kaczynski, his wife and other high representatives of the Polish Government, members of Parliament, clergy and Army generals and officers; and

**WHEREAS**, on Sunday, April 6, 2014, the Polish American Congress, Polish Army Association and Katyn Forest Massacre Memorial Committee, Inc. will hold a memorial service at the statue located at Exchange Place in Jersey City dedicated to the victims of the Katyn Forest Massacre. The victims of the Katyn Forest Massacre and the airplane crash near Smolensk will be remembered and honored.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby applaud the efforts of the Polish American Congress and Katyn Forest Massacre Memorial Committee, Inc. We urge all residents to participate in the memorial service honoring the fallen heroes.

G:\WPDOCS\TOLONDA\RESOS\ANNIVERSARY\74th Anniversary ofThe Katyn Forest - 2014.wpd

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.221  
 Agenda No. 10.B  
 Approved: APR 09 2014



TITLE:

**RESOLUTIONS AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARKS & FORESTRY TO APPLY FOR FUNDS FROM THE NEW JERSEY STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE FORESTRY SERVICES FY 2014 GREEN COMMUNITIES GRANT**

**COUNCIL**  
 following resolution.

Offered and moved adoption of the

**WHEREAS**, the New Jersey State Department of Environmental Protection State Forestry Services FY 2014 Green Communities Grant strives to sustain healthy trees cover in New Jersey Communities, and encourage the development of new local community forestry programs, and provide support funding that is to be used towards the hiring a specialist to create and submit a comprehensive Community Forestry Management Plan; and

**WHEREAS**, the Division of Parks & Forestry is required to submit a comprehensive Community Forestry Management Plan every five (5) years that outlines all forestry projects; and

**WHEREAS**, the Division of Parks & Forestry desires to submit an application to the New Jersey State Department of Forestry for the FY 2014 Green Communities Grant to hire a forestry consultant at six thousand dollars (\$6,000.00) who will help develop the Community Forestry Management Plan; and

**WHEREAS**, the New Jersey State Department of Environmental Protection State Forestry Services will provide three thousand dollars (\$3,000.00) toward the cost for hiring said consultant and requires Jersey City to provide a 50% match of the total project amount; and

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- The City of Jersey City authorizes the submission of the grant to hire a consultant to develop the City's Community Forestry Management five (5) year plan at a cost of \$6,000.00 with a \$3,000.00 City required match.

APPROVED: [Signature] 3-18-14

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
 Business Administrator

[Signature]  
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
 Rolando R. Lavarro, Jr., President of Council

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTIONS AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARKS & FORESTRY TO APPLY FOR FUNDS FROM THE NEW JERSEY STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE FORESTRY SERVICES FY 2014 GREEN COMMUNITIES GRANT**

**Project Manager**

Department/Division	Jersey City Department of Public Works	Parks & Forestry
Name/Title	Acting Director Cleveland Snow	
Phone/email	201-547-4449	CSnow@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

1. This Grant Award will be used by the Division of Parks & Forestry to hire a consultant that will develop a comprehensive five year (5) Community Forestry Management Plan at six thousand dollars (\$6,000.00) with a 50% City Match of three thousand dollars (\$3,000.00)

**Cost (Identify all sources and amounts)**

\$3,000.00 NJ State Forestry  
\$3,000.00 Department of Public Works

**Contract term (include all proposed renewals)**

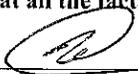
One Year Grant

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3-18-14  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.222

Agenda No. 10.C

Approved: APR 09 2014



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ASSOCIATED HUMANE SOCIETIES, INC. FOR PROVIDING ANIMAL CONTROL SERVICES DURING CERTAIN TIME PERIODS**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City of Jersey City (City) needs a contractor to provide animal control services for a six (6) month period from 8:00 p.m. to 8:00 a.m. each day of the week and for the entire day on City holidays; and

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited for bids by sending a Request for Proposals to three contractors who provide animal control services; and

**WHEREAS**, the City received one (1) proposal from Associated Humane Societies, Inc., a non-profit corporation, 124 Evergreen Avenue, Newark, New Jersey 07114-2133 for a total contract amount not to exceed Thirty-One Thousand Three Hundred Seventy-Five Dollars (\$31,375.00); and

**WHEREAS**, The Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.26, this contract award is not subject to the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq. because the contract is with a non-profit corporation; and

**WHEREAS**, funds in the amount of \$31,375.00 are available in Account No. 01-201-27-331-314;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

- 1) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract, in substantially the form of the attached, with Associated Humane Societies, Inc. to provide animal control services for a six (6) month period from 8:00 p.m. to 8:00 a.m. each day of the week and for the entire day on City holidays;
- 2) The total contract amount shall not exceed the sum of thirty-one thousand three hundred seventy-five dollars (\$31,375.00), and the contract term shall commence on April 10, 2014 and expire on October 9, 2014;

TITLE: **APR 09 2014**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ASSOCIATED HUMANE SOCIETIES, INC. FOR PROVIDING ANIMAL CONTROL SERVICES DURING CERTAIN TIME PERIODS**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

- 3) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract, in substantially the form of the attached, with Associated Humane Societies, Inc. to provide animal control services for a six (6) month period from 8:00 p.m. to 8:00 a.m. each day of the week and for the entire day on City holidays;
- 4) The total contract amount shall not exceed the sum of thirty-one thousand three hundred seventy-five dollars (\$31,375.00), and the contract term shall commence on April 10, 2014 and expire on October 9, 2014;
- 5) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

I Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$31,375.00 are available in Account No. 01-201-27-331-314 PO# 113234

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature]  
 APPROVED: \_\_\_\_\_ Corporation Counsel  
 Business Administrator

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>4.9.14</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ASSOCIATED HUMANE SOCIETIES, INC. FOR PROVIDING ANIMAL CONTROL SERVICES DURING CERTAIN TIME PERIODS.**

**Project Manager**

Department/Division	Health & Human Services	Health Division - Bureau of Animal Control
Name/Title	Paul Bellan-Boyer	Program Analyst
Phone/email	201.547.5114	pbellan-boyer@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Provide animal control services during the hours of 8pm-8am and additionally from 8am-8pm on City holidays.

**Cost (Identify all sources and amounts)**

City funds

**Contract term (include all proposed renewals)**

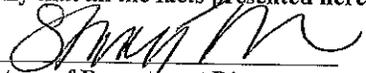
6 months

Type of award    Other exception

If "Other Exception", enter type    Non-Profit

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/31/14  
Date

## AGREEMENT

AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2014 between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey ("Jersey City") and **ASSOCIATED HUMANE SOCIETIES, INC.** ("Associated" or "Contractor"), a non-profit corporation, 124 Evergreen Avenue, Newark, New Jersey 07114-2133

**WHEREAS**, the City of Jersey City (City) needs a contractor to provide animal control services for a six (6) month period from 8:00 p.m. to 8:00 a.m. each day of the week and for the entire day on City holidays; and

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited for bids by sending a Request for Proposals to three contractors who provide animal control services; and

**WHEREAS**, the City received one (1) proposal from Associated Humane Societies, Inc., a non-profit corporation, 124 Evergreen Avenue, Newark, New Jersey 07114-2133 for a total contract amount not to exceed the sum of Thirty-One Thousand Three Hundred Seventy-Five Dollars (\$31,375.00); and

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.26, this contract award is not subject to the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq. because the contract is with a non-profit corporation; and

**WHEREAS**, Resolution \_\_\_\_\_ approved on \_\_\_\_\_ 2014 authorized this Agreement between the City and the Contractor;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### ARTICLE I Purpose of Agreement

Contractor shall provide animal control services for the City for a six (6) month period from 8:00 p.m. to 8:00 a.m. each day of the week and for the entire day on City holidays

ARTICLE II  
Scope of Services

1. Contractor shall perform for the City for a total cost of \$31,375.00 all the services as described in the City's Request for Proposals (RFP) (Exhibit "A"), and the Contractor's Proposal (Exhibit "B"), which are attached hereto and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents and the provisions of the City's RFP shall govern over the Contractor's Proposal.

2. The contract term is for six (6) months effective as of April 10, 2014.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

ARTICLE III  
Contractual Relationship

1. In performing the services under this agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV  
Compensation and Payment

1. The total contract amount shall not exceed the sum of \$31,375.00. Contractor shall receive monthly payments of \$5,229.16. Compensation shall be payable upon submission and verification of invoices to the Director of the Department of Health

and Human Services. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Contractor understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V  
Insurance

1. Contractor shall purchase and maintain the following insurance during the terms of this Contract:

A. \$2,000,000.00 single limit per occurrence in personal/general liability insurance. Insurance certificate must name the City of Jersey City as an additional insured.

B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Contractor in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

C. Automobile Liability in the minimum amount of \$2,000,000.00 single limit per occurrence.

2. Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Contractor shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VI  
Termination for Convenience

1. This Agreement may be terminated by either party at its convenience upon sixty (60) days written notice, by certified mail/return receipt requested, to the other party. In its sole discretion, the terminating party may provide an opportunity to cure.

ARTICLE VII  
Indemnity

1. See paragraph no. 14 of Contractor's Proposal attached hereto as Exhibit "B".

ARTICLE VIII  
Entire Agreement

1. This Agreement constitutes the entire agreement between City and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE IX  
Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE X  
Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Robert Kakoleski  
City Business Administrator  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

\_\_\_\_\_  
Robert Byrne, City Clerk

\_\_\_\_\_  
Robert Kakoleski, Business Administrator

Attest:

Associated Humane Societies, Inc.

\_\_\_\_\_

\_\_\_\_\_

# **EXHIBIT A**



**CITY OF JERSEY CITY  
Informal Request for Proposals  
and Scope of Services**

**Organization Requesting Proposal**

City of Jersey City - Department of Health and Human Services  
1 Journal Square Plaza  
Jersey City, NJ 07306

**Contact Person**

Peter Folgado  
Purchasing Agent  
Department of Administration/Division of Purchasing  
1 Journal Square Plaza  
Jersey City, NJ 07306  
(201) 547-5156  
[Peterf@jcnj.org](mailto:Peterf@jcnj.org)

All communications concerning this RFP or the RFP process shall be directed to the City's contact person, in writing, via fax, or via e-mail only. Telephone calls will not be accepted. Responses to all questions will be forwarded as addenda to all prospective Respondents who have provided contact information. It is the prospective Vendor's responsibility to provide accurate contact information.

**Submission deadline**

Proposals must be submitted to, and be received by the Department of Administration/Division of Purchasing, via mail or hand delivery, by 4:00 P.M. prevailing time on Monday, March 10, 2014. Proposals will not be accepted by facsimile transmission or e-mail.

**Submission address**

All proposals should be sent to:  
Peter Folgado  
Purchasing Agent  
Department of Administration/Division of Purchasing  
1 Journal Square Plaza  
Jersey City, NJ 07306

**Term of Contract**

This contract will be awarded for a term of six (6) months.

**Definitions**

The following definitions shall apply to and are used in this Request for Proposals (RFP):

“City” – means the City of Jersey City, New Jersey.

“Impoundment facility,” “Pound,” or “Shelter” – means a facility providing Animal Impoundment services.

“Intake” or “Intaked” – means the process of admitting animals to the impoundment facility.

“Respondent(s)” – means the interested persons and/or firm(s) that submit a Proposal.

“RFP” – means this Request for Proposals, including any amendments thereof or supplements thereto.

“Vendor(s)” – means the interested persons and/or firm(s) that submit a Proposal or are awarded a contract to provide Animal Impoundment services.

**Scope of services**

Vendor will provide Animal Control service as backup to municipally provided animal control.

1. Vendor will answer animal control calls:
  - All animal control priority calls dispatched between the hours of 8pm and 8am
  - All animal control priority calls dispatched on City holidays
  - Other animal control calls where assistance is requested by the City
2. Priority calls are defined as:
  - Threat to human or animal safety (injured, vicious, sick or potentially rabid animals, bats in a living space, etc)
  - Animal needing rescue from confinement or a dangerous situation
  - Wildlife or stray inside a dwelling
  - Request to assist law enforcement or emergency response
  - Police has captured or claimed animal
  - Animal cruelty or neglect requiring immediate response
3. Animals will be impounded at the impoundment facility specified by the City
4. Injured or sick animals will be taken to a veterinary service approved by the City
5. Vendor will provide animal control in accordance with state and municipal law and City-specified procedures
6. Vendor will report on services provided under the contract

**Equipment**

The Vendor shall provide all equipment required to provide services under this proposal, including but not limited to vehicles, cages, specialized animal control equipment, cellphones, and all other equipment, except as specifically detailed in this proposal.

**General information**

According to the 2012 American Community Survey, Jersey City has 254,441 residents.

In 2013, the City recorded 251 priority calls requiring dispatch between the hours of 8pm-8am and on City holidays. These calls resulted in 126 animals admitted to the impoundment facility. 51 of these calls were for wildlife. 17 calls required veterinary service.

Call distribution was approximately as follows:

	8pm- Midnight	Midnight- 8am	Holidays	Total calls
Jan 2013	9	4	9	22
Feb 2013	8	5	12	25
Mar 2013	12	6		18
Apr 2013	20	6		26
May 2013	8	10		18
Jun 2013	10	10		20
Jul 2013	22	3	2	27
Aug 2013	17	5		22
Sep 2013	6	7		13
Oct 2013	11	5	5	21
Nov 2013	6	5	19	30
Dec 2013	3	4	2	9
2013 Totals	132	70	49	251

**Cost**

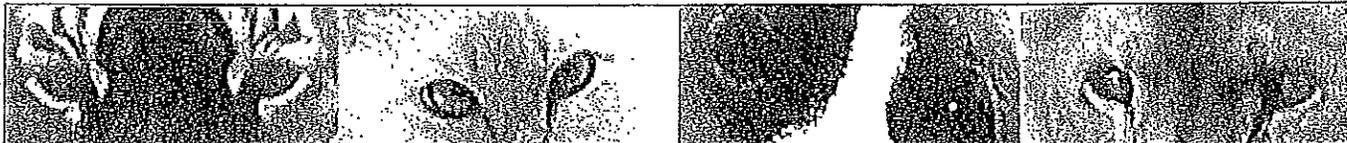
Respondent should provide a complete cost proposal for the full term of this contract. The cost may be in the format of a flat monthly rate, or a per call fee schedule. Vendor may choose to provide both options, one of which will be selected by the City. Vendor will specify if they will provide veterinary service and any associated costs.

**Background**

Respondent should provide the background on its company including but not limited to:

- a. Financial, identification of the parent company, services, organization and company goals
- b. Copy of the company's most recent Annual Report including auditor's report including financial statements of owners/principals for the most recent year available
- c. List of Board of Directors, Corporate Officers, and Principals, as applicable
- d. Evidence of experience, capability and financial responsibility for providing animal control services to large, densely populated urban areas
- e. Name and qualifications or resume of the staff member or Principal supervising this contract

# **EXHIBIT B**



**ASSOCIATED HUMANE SOCIETIES, INC. ♦ POPCORN PARK**  
PUBLISHER OF THE HUMANE NEWS  
WWW.AHSCARES.ORG

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey having principal offices at 1 Journal Square Plaza, Jersey City, N.J. 07306, hereinafter, referred to as the "City" and the ASSOCIATED HUMANE SOCIETIES, INC., a corporation maintaining an animal care center at 124 Evergreen Avenue, Newark, New Jersey 07114, hereinafter referred to as the "Vendor".

1. The Vendor shall provide on-call service to the City, as needed, between the hours of 8 p.m. and 8 a.m. for five days a week, Sunday, Saturday and all animal priority calls dispatched on City Holidays. Also to provide assistance on other animal control calls when requested by the City. Priority calls are defined as:
  - (a) Threat to human or animal safety (injured, vicious, sick or potentially rabid animals, Bats in a living space, etc.)
  - (b) Wildlife or stray animal inside a dwelling
  - (c) Request to assist law enforcement emergency response
  - (d) Police have captured or claimed animal.
  - (e) Animal cruelty, neglect or an abandoned animal requiring immediate response.
2. Animals will be impounded at an impoundment facility specified by the City
3. If it is necessary for the Animal Control Officer to transport sick or injured animals, including wildlife, to an emergency clinic, it will be a veterinary facility approved by the City. It is the responsibility of the City to bear the cost of said care and treatment. Should an owner come forward they shall bear the cost of said care and treatment. An annual cap cannot be placed on medical for nighttime and emergency incidents emergencies. It is at the veterinarian's discretion as to treatment needed on a case to case basis. By State Law, a veterinarian must supply adequate care to any animal in need.
4. The Vendor will not handle feral cat colonies. Feral cat colonies will be the responsibility of the caretaker and any situations that arise from a maintained colony will be between the caretaker and the City. If a problem arises with a sick, injured or rabid animal, it is the responsibility of the caretaker to contact the City and their Animal Control. The caretaker will be financially responsible for costs arising out of such circumstance. Of course, the Vendor will help any sick or injured cat, if we are needed.
5. The fee for animal control services for a six month period beginning \_\_\_\_\_ and ending on \_\_\_\_\_ will be \$31,375.00, sum to be prorated on a monthly basis of \$5,229.16. Payment for all services, and unless terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or City voucher executed by appropriate party.



**EXECUTIVE OFFICES / ESSEX COUNTY BRANCH**

124 EVERGREEN AVENUE  
NEWARK, NJ 07114-2133  
(973) 824-7080  
FAX: (973) 824-2720

E-MAIL: CONTACTUS@AHSCARES.ORG

**OCEAN COUNTY BRANCH**

HOME OF POPCORN PARK  
HUMANE WAY - PO BOX 43  
FORKED RIVER, NJ 08731-0043  
(609) 693-1900 FAX: (609) 693-8404

E-MAIL: NJHUMANE@AOL.COM

**MONMOUTH COUNTY BRANCH**

2960 SHAFTO ROAD  
TINTON FALLS, NJ 07753-7608  
(732) 822-0100  
FAX: (732) 922-4032

E-MAIL: TINTONFALLSAHS@AOL.COM

6. As of September 30<sup>th</sup>, 2006, the New Jersey Department of Transportation ceased pick-up and disposal of deer carcasses. We were advised that the New Jersey League of Municipalities in cooperation with the New Jersey Department of Transportation and New Jersey Association of Counties are working to arrange technical assistance to municipalities who must prepare to assume this function. The Vendor will pick up sick and injured deer and orphaned fawns.
7. There will be no trapping, rescuing or relocating of Canada Geese, unless they are sick or injured.
8. Transportation of a head of an animal suspected of rabies to the State Department of Health shall be the responsibility of the Vendor. Fee for removal of the head and delivery for rabies examination will be paid by the owner of the animal, if known. If there is no known owner, the cost will be to the Vendor.
9. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., is not covered under our Contract. The Vendor shall respond to those calls, however, the owner of the premises will be charged \$100.00 per hour during regular business hours and \$125.00 per hour during evenings, holidays and weekends for this service. This is not applicable to condition where there is an immediate threat to life.
10. Stray animals, including wildlife, that are outside a residence will be handled by the Vendor. Traps are available from the Society with a deposit of \$65.00 and a fee of \$4.28 per day which will be deducted from the deposit. Dog traps are also available with a deposit of \$150.00 and a fee of \$10.70 per day which will be deducted from the deposit. Traps are not to be set on weekends, or days or nights with poor weather (rain, snow, extreme cold or heat about 90 degrees). Animals must never be left in a trap; the Society must be called immediately to retrieve these animals. There is NO RENTAL FEE on privately owned traps but ambulance fee does apply upon pick-up.
11. This contract is the sole expression of an agreement of the parties and may only be modified by a written notice executed by the representative of the parties with requisite authority. Any action by either party shall be filed in the Superior Court in the County whose Courts shall have exclusive jurisdiction.
12. The Vendor will provide animal control services in accordance with State and municipal law and specified procedures.
13. The Vendor will provide the City with a monthly report of services rendered.
14. The parties hereto shall indemnify and hold the other harmless from and against any claim, including resulting cost, expense or award by any third party, not affiliated in any way or employed by either party for any damage or injury caused by the act of omission of the indemnifying party or its agents.
15. The signatory of this document represents that it has the requisite authority to bind the City that is party to this Contract and further represents the actions of the signatory in executing this Contract are authorized by the City

- 16. This contract shall run for a Six (6) month period.
- 17. This Agreement may be terminated by either party upon sixty (60) days written notice by Certified Mail/Return Receipt Requested, to the other party. In its sole discretion, the terminating party may provide an opportunity to cure.

ASSOCIATED HUMANE SOCIETIES

WITNESS:

BY \_\_\_\_\_  
SCOTT CRAWFORD, ASSISTANT EXECUTIVE DIRECTOR

\_\_\_\_\_

For:

ATTEST:

\_\_\_\_\_  
CITY OF JERSEY CITY

\_\_\_\_\_

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.223

Agenda No. 10.D

Approved: APR 09 2014

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING THE LIBERTY HUMANE SOCIETY, INC. TO CONDUCT ANIMAL  
CONTROL AND SHELTERING SERVICES FOR THE CITY OF BAYONNE**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING  
RESOLUTION:**

**WHEREAS**, the City of Jersey City (City) desires to support the Liberty Humane Society, Inc. (LHS) in its mission of caring for the animals and people of Jersey City; and

**WHEREAS**, pursuant to the City's animal impoundment contract with the Liberty Humane Society, the Municipal Council is required to approve LHS impoundment contracts with other municipalities; and

**WHEREAS**, the City of Bayonne has requested entering into an immediate agreement with LHS for animal control and sheltering services; and

**WHEREAS**, the terms of this agreement with LHS would provide an additional \$93,000 in revenue for (contract attached);

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City LHS may enter into a contractual agreement with the City of Bayonne to provide animal control and sheltering services.

APPROVED: \_\_\_\_\_

*Stacey Filippone*  
Business Administrator

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Certification Required

Not Required

APPROVED 7-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Rolando R. Lavarro, Jr.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE LIBERTY HUMANE SOCIETY, INC. TO CONDUCT ANIMAL CONTROL AND SHELTERING SERVICES FOR THE CITY OF BAYONNE

**Initiator**

Department/Division	Health & Human Services	Health Division –Bureau Animal Control
Name/Title	Stacey Flanagan	Director of HHS
Phone/email	201-547-6560	sflanagan@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The City of Bayonne reached out to LHS in response to the letter sent by Mayor Fulop on February 18<sup>th</sup> gauging interest in the creation of County-wide Animal Services.

Per our lease agreement with the City the Jersey City, the Council is required to approve LHS impoundment contracts with other municipalities. The City of Bayonne has requested that services begin as soon as possible.

The terms of this agreement with LHS would be for annual animal control and sheltering services at a rate of \$93,000 (contract attached), an additional 10K in support over the revenue lost by the re-negotiated contract with Jersey City. Based on numbers provided by Joe Wacks, Bayonne’s Director of Municipal Services, a total of 59 animals (31 dogs, 28 cats) were brought to the city’s sheltering facility last year (2013).

Given these numbers, the acceptance of a contract with Bayonne for animal control and sheltering would not have a negative impact on LHS’s shelter standards, or the quality of care we provide to animals in need.

I certify that all the facts presented herein are accurate.

*Stacey Flanagan*  
Signature of Department Director

03.31.14  
Date



**Liberty Humane Society**

235 Jersey City Boulevard

Jersey City, NJ 07305

201 547.4147

[www.libertyhumane.org](http://www.libertyhumane.org)

**LIBERTY HUMANE SOCIETY'S PROPOSAL TO BAYONNE  
FOR PROFESSIONAL ANIMAL SERVICES**

THIS AGREEMENT, made this \_\_\_\_\_ of \_\_\_\_\_, 2014, by and between the LIBERTY HUMANE SOCIETY, a non-profit, charitable organization under State and Federal laws, having principal offices at 235 Jersey City Boulevard, Jersey City, NJ, 07305, hereinafter referred to as "LHS" and the CITY OF BAYONNE, a municipal corporation of the State of New Jersey having its principal office at \_\_\_\_\_, hereinafter, referred to as the "Municipality",

WHEREAS, the Municipality wishes to retain the services of LHS for PROFESSIONAL ANIMAL SERVICES for a period of 1 year beginning \_\_\_\_\_, and ending on \_\_\_\_\_.

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. LHS shall make their services as animal control available to the Municipality on a daily basis, as needed, for five (5) days a week. Saturday, Sunday, Holidays and night emergency services will be provided when necessary. Emergency service is defined as the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providing a danger to humans (also on an emergency basis, LHS will assume control as described in Paragraph 9 below of animals that have bitten a human being). For the purpose of this agreement, aquatic animals, feral cat colonies and dead deer are specifically excluded from the category of animals. Feral cat colonies will be the sole responsibility of the person caring and feeding the cats.
2. The Municipality will pay LHS the sum of \$93,000 per twelve months with said sum to be pro-rated on a monthly basis of \$7,750 a month. Payment for all services is to be made in a timely fashion, namely within forty-five (45) days after delivery of service. LHS may cancel this contract without further obligation to provide services upon thirty (30) days written notice if the municipality has not paid any and all outstanding invoices or fees due the Society in accordance with this contract.
3. The payments set forth above shall include all costs incurred by LHS or its animal control officer in the maintenance of its kennels, costs, expenses and maintenance of a vehicle to be used by the animal control officer and all necessary insurance.

4. Upon a request from the Municipality, the animal control officer shall respond to any emergency that is defined in Paragraph 1. Emergency treatment will be given to an ill or injured animal as required by State regulations under Title 8. Sick and injured animals, including wildlife, requiring immediate medical attention will be taken to an emergency veterinary clinic. If the owner is ascertained, those costs will be borne by the owner of the animal. If the owner is unknown, those costs will be borne by the Municipality. Injured animals will only be transported to an emergency clinic if the required care and treatment is beyond the scope of LHS' own capacity.
5. Liberty Humane Society, if authorized, will provide the services of an Animal Cruelty Investigator to investigate and sign complaints of violations against the animal control, animal welfare and animal cruelty laws of the State, and ordinances of the Municipality. Enforcement of these animal cruelty laws and municipal ordinances will be at LHS's discretion, based on available resources. LHS will collaborate with law enforcement and municipal agencies in discharging this function.
6. LHS will assist the Department of Health in responding and documenting health emergencies involving animals (i.e. hoarding situations, unsanitary conditions).
7. LHS will maintain detailed records of reported complaints, investigations, and outcomes, to be provided to the Municipality upon request.
8. The animal control officer may, at LHS's sole discretion, render assistance to any owner of an unwanted animal, in the assistance and delivery of said animal to LHS, at a cost to be borne by the owner. Private services shall be, in all instances, a matter between the owner and LHS.
9. LHS shall shelter the dogs and cats apprehended by ACO's in the Municipality in its facility and will provide for their care for the period of time provided by law and will place for adoption or humanely euthanize, if warranted, in accordance with N.J.A.C. 8:23A-1.11 those not claimed or released by their owners in the manner prescribed by law.
10. Any person may redeem his dog, cat or other animal from LHS upon paying to LHS the sum of \$35.00 as a reclaim fee to cover intake costs, a boarding fee for each day that the animal has been impounded up to and including seven (7) days, and any other costs involved in the maintenance of the animal. There will be a \$4.00 per day for the first seven (7) days; unless the ownership of the animal is established prior to the end of the seven (7) days and said owner shall not redeem the animal. Once ownership is established, the animal is no longer a stray and regular boarding rates shall prevail and be retained by LHS. No redemption shall be honored unless the owner provides a current dog license or other form of identification as set forth in State law. However, the owner is still responsible for the cost of the animal and the owner does not negate his responsibility by refusing to claim.
11. Following the expiration of the minimum holding period required by law, LHS will continue to house and care for those unclaimed animals it deems to be suitable pets and will make every attempt to place them in responsible homes at its sole discretion. LHS will charge a fee to the adopters of said animals. The fee will be set and modified at LHS's sole discretion.

12. Dogs and cats with no known owners which have apprehended and been identified as having bitten a human being shall be held in quarantine by LHS for the period prescribed by law. In cases where the local health officer deems it advisable as a matter of human safety to euthanize and test an animal rather than hold it in quarantine, LHS will provide euthanasia and transportation to a local veterinarian for specimen preparation. The local health department will be responsible for arrangements and costs for specimen preparation, testing and transportation of the specimen for testing.
13. LHS does not provide quarantine services for owned dogs and cats. Such animals must be quarantined at the owner's veterinarian, a boarding facility (at the owner's expense) or in the person's home with approval from the Health Officer in the municipality.
14. It is understood and agreed between the parties that the animal control officer shall be an employee of LHS and that LHS is responsible for any damage caused by said animal control officer, but is not responsible for damage caused by any animals within the Municipality.
15. Removal of an animal, including wildlife, inside of a home, apartment building, business, garage, basement, roof, etc. is not covered under our standard contract. At its discretion, LHS may respond to those calls, however, the owner of the premise will be charged a fee.
16. The Municipality will be charged a boarding fee of nineteen (19) dollars per day payable monthly for any animals who are involved in litigation and cannot be held by their owner, if known, for which the Municipality has requested LHS hold until the matter is adjudicated. If the matter goes beyond a three (3) month period, the Municipality must make alternate arrangements for the animal to be boarded elsewhere.
17. The signatory of this document represents that it has the requisite authority to bind the Municipality that is party to this Contract and further represent the actions of the signatory in executing this Contract are authorized by the Municipality
18. This contract may be terminated during the term by either party upon thirty (30) days written notice, by Certified Mail, Return Receipt Required, describing the reason for termination.
19. It is expressly agreed that LHS is not obligated to incur any cost, expense or legal fee as a consequence of the failure of the municipality to timely and fully remit all payments due hereunder, such costs, expenses and legal fees shall be the sole responsibility of the Municipality, which upon presentation of an invoice for such costs, expenses or legal fees shall be paid by the Municipality.
20. The parties hereto shall indemnify and hold the other harmless from and against any claim, including resulting cost, expenses or award by any third party, not affiliated in any way or employed either party for any damage or injury caused, by the act or omission of the indemnifying party of its agents.
21. THIS CONTRACT is the sole expression of the agreement of the parties and may only be modified by a written notice executed by the representative of the parties with requisite authority.
22. Any action by either party shall be filed in the Superior Court in the County whose Courts shall have exclusive jurisdiction.

23. This Agreement contains the entire agreement between the City and the LHS. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
24. If any part of this agreement shall be held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.
25. Neither the City of the LHS shall be deemed to be in default of any of its obligations hereunder if and so long as the non-performance shall be caused by strikes, lockouts, non-availability of labor or materials, war or national defense preemptions, governmental restrictions, acts of God, acts of terrorism or other causes beyond the control of the City or the LHS.
- b. This instrument may not be changed orally.
  - c. In the event of conflict between the Agreement and the law, the law shall govern and prevail.
  - d. There shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

LIBERTY HUMANE SOCIETY

WITNESS:

BY: \_\_\_\_\_

\_\_\_\_\_

Andy Siegel, Board President

Irene Borngraeber, Executive Director

CITY OF BAYONNE:

WITNESS:

BY: \_\_\_\_\_

\_\_\_\_\_



Liberty Humane Society

## **LIBERTY HUMANE SOCIETY PROGRAMS AND SERVICES**

**MISSION STATEMENT:** The Liberty Humane Society fosters a community of compassion and respect, and provides animals in need with a chance at a lifelong, loving home.

**VALUES STATEMENT:**

Liberty Humane Society creates and provides an environment in which every animal has the right to a happy and healthy life, despite their breed, age or physical limitations.

**HOURS OF OPERATION:**

LHS is open to the public 6 days a week.

Open Hours for Adoption:

Tuesday – Friday

3p.m. – 7p.m.

Saturday-Sunday

11a.m. – 4:30 p.m.

**SERVICES SPECIFIC TO BAYONNE**

- ▶ Comprehensive TNR (Trap, Neuter, Return) program for residents, including: Hands-on training, support, and access to LHS's low-cost spay/neuter services
- ▶ Annual dog licensing event and festival, to generate awareness about licensing requirements and compliance
- ▶ Annual public workshop on living with urban wildlife, best humane practices, and state regulations
- ▶ Annual public meeting, hosted in conjunction with the Department of Health, to listen and respond to resident questions and concerns regarding local animal issues

**SERVICES PROVIDED BY LHS TO SHELTERED ANIMALS:**

- ▶ All-inclusive adoption program
- ▶ Outplacements (transfers to rescue)
- ▶ Foster care for vulnerable or juvenile animals
- ▶ Disease control and veterinary care
- ▶ Bedding, toys and enrichment opportunities
- ▶ Daily exercise and access to playgroups
- ▶ Temperament testing of all LHS shelter animals

## **SERVICES PROVIDED TO COMMUNITY-AT-LARGE AND PET OWNERS:**

- ▶ Care of stray and injured domestic animals
- ▶ Low cost rabies and other annual health vaccines
- ▶ Special adoption and community events
- ▶ Preventative health low-cost Pet Wellness Clinic
- ▶ Counseling to pet-owning public on pet-related problem solving
- ▶ Pet Owner Support program for residents receiving public assistance
- ▶ Dog Training Program
- ▶ Lost/Found Postings
- ▶ Expansive Volunteer Program to augment staff efforts on behalf of all of LHS shelter animals
- ▶ Communications: e-newsletter, website, press releases
- ▶ Low cost euthanasia for pets of low income pet owners

## **LIBERTY HUMANE SOCIETY'S BEST PRACTICES IN REPORTING**

- ▶ **LHS' Semi-Annual Report.** Provided in narrative form with such other documentation as are appropriate or necessary, a report to the Business administrator setting out for the prior six (6) month period;
- ▶ **LHS' Annual Disposition Report to the State DOHSS:** Disposition statistics provided on an Annual basis.
- ▶ **LHS' Adoption Report:** LHS shall produce, upon request, the names and addresses of all Bayonne adopters from LHS. This report to be provided to the Health Officer for the purpose of facilitating the licensing of said animals.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.224

Agenda No. 10.E

Approved: APR 09 2014

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING THE RECOMMENDATION OF MIRA PRINZ AREY TO BE A BOARD  
MEMBER OF THE LIBERTY HUMANE SOCIETY, INC.**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING  
RESOLUTION:**

**WHEREAS**, the City of Jersey City (City) desires to support the Liberty Humane Society, Inc. (LHS) in its mission of caring for the animals and people of Jersey City; and

**WHEREAS**, pursuant to the City's animal impoundment contract with the Liberty Humane Society the City has agreed to recommend two appointments to the Board of Directors of the Liberty Humane Society, one recommended by the municipal council and one recommended by the mayor, with the appointed board members having all the rights and privileges of board members, including the right to vote on issues before the board; and

**WHEREAS**, Mira Prinz Arey has been a resident of Jersey City's west side since 2009; and

**WHEREAS**, Mira Prinz Arey has a demonstrated record of community engagement and volunteerism with the Redstone Townhomes Neighborhood Association, the Jersey City Parks Coalition, the Jersey City Food Coop, Keep Jersey City Beautiful, and the West Side Community Alliance; and

**WHEREAS**, Mira Prinz Arey has shown a love of animals and concern for their wellbeing through her care for household pets, as an adoption volunteer at the San Francisco Society for the Prevention of Cruelty to Animals, and as a volunteer for Jersey Cats fostering cats for future adoption;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Recommends the appointment of Mira Prinz Arey to be a Director of the Liberty Humane Society; and that
2. The City Clerk communicate this resolution to the Board of Directors of the Liberty Humane Society for their consideration and action..

APPROVED: *Stacey Flanagan* APPROVED AS TO LEGAL FORM  
 BUSINESS ADMINISTRATOR CORPORATION COUNSEL  
 Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4 9 14							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Rolando R. Lavarro, Jr.*  
 Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
 Robert Byrne, City Clerk

**CITY OF JERSEY CITY**  
**Office of the City Clerk**  
280 Grove Street  
Jersey City, New Jersey 07302

Robert Byrne, R.M.C., City Clerk  
Sean J. Gallagher, R.M.C., Deputy City Clerk  
Tolonda Griffin-Ross, Deputy City Clerk



Telephone: (201) 547-5150  
Fax: (201) 547-5461

**APPLICATION FOR MUNICIPAL PUBLIC SERVICE**

Date: 3/5/14

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) Board of Liberty Humane Society
- b) \_\_\_\_\_
- c) \_\_\_\_\_

Name: Mira Pring Aray

Address of Residence: 44 Bradman Parkway, Jersey City, 07305

Phone Number: 1046-281-1058

E-mail Address: Mira171@gmail.com

Education related to the authorities, boards or commissions of choice:

BA, Art history and History, NYU

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:

WACA, Redstone Townhome Neighborhood Assoc - Board of Directors, Secretary, JC Parks Coalition  
UC Food Coop - Trustee, Chair of External Relations Committee, Keep Jersey City Beautiful

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:

SF SPCA - adoption volunteer + animal socialization  
Jersey Cats - Foster for two cats (3 resident cats also in house)

Signature: Mira Pring Aray

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE RECOMMENDATION OF MIRA PRINZ AREY TO BE A BOARD MEMBER OF THE LIBERTY HUMANE SOCIETY, INC.

**Initiator**

Department/Division	Health & Human Services	Health Division –Bureau of Animal Control
Name/Title	Stacey Flanagan	Director of HHS
Phone/email	201-547-6560	sflanagan@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Recommend the appointment of Mira Priz Arey to be a Director of the Liberty Humane Society, Inc.

I certify that all the facts presented herein are accurate.

Stacey Flanagan  
Signature of Department Director

03.31.14  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.225

Agenda No. 10.F

Approved: APR 09 2014

TITLE:



**RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE 2015 JERSEY CITY POLICE DEPARTMENT COMPREHENSIVE TRAFFIC SAFETY PROGRAM**

**COUNCIL**  
following resolution.

Offered and moved adoption of the

**WHEREAS**, the need to enforce and increase awareness in the areas of Pedestrian Safety, Aggressive Driving, Seatbelt Enforcement, and Driving While Intoxicated is essential to all motorists and pedestrians in Jersey City; and

**WHEREAS**, the New Jersey Department of Law and Public Safety has recognized this need; and

**WHEREAS**; the Jersey City Police Department has developed a combination of enforcement and educational initiatives to increase motorists and pedestrian awareness and hopefully change behaviors; and

**WHEREAS**, the Jersey City Police Department desires to apply for reimbursement grant funding to be utilized for overtime funding during the time period of October 1, 2014 to September 30, 2015 and purchase commodities for educational items which promote safe walking and driving initiatives; and

**WHEREAS**, police overtime will be utilized to implement various enforcement strategies to increase safety and educate motorists and pedestrians; and

**WHEREAS**, the New Jersey Department of Law and Public Safety will determine the final grant award for the Jersey City Police Department upon review of Jersey City's application.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City is authorized to submit an application to the Department of Law, Division of Highway Traffic Safety, and
2. The funds will be used to reimburse for overtime patrols and purchase commodities to promote education and enforcement for pedestrian safety, aggressive driving, seatbelt enforcement, and driving while intoxicated endeavors.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4.9.14							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE 2015 JERSEY CITY POLICE DEPARTMENT COMPREHENSIVE TRAFFIC SAFETY PROGRAM**

**Project Manager**

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	Sergeant
Phone/email	201- 547-4736	jmarcazo@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The Jersey City Police Department would like to apply for the New Jersey Division of Highway Traffic Safety 2015 Grant to support the Jersey City Comprehensive Traffic Safety Program. This grant will continue to provide the funding to support overtime salaries for enforcement initiatives such as DWI Checkpoints, DWI Roving Patrols, Seatbelt Enforcement, Aggressive Driving Enforcement, and Pedestrian Decoy Operations.

Commodities will also be used to purchase educational items that will help spread safety messages to motorists and pedestrians in hopes to ultimately change behaviors and reduce crashes.

**Cost (Identify all sources and amounts)**

Grant Funds

**Contract term (include all proposed renewals)**

October 1, 2014 until September 30, 2015

**Type of award**

State Grant

**If "Other Exception", enter type**

**Additional Information**

Some of the pedestrian decoy operations under the Grant's Pedestrian Enforcement Category will be used in conjunction with the North Jersey's Transportation Planning Authority to help advance the State's Pilot Campaign for "Be Street Smart NJ" and reduce pedestrian crashes in Jersey City.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/17/14  
Date



**JERSEY CITY POLICE DEPARTMENT**  
**GRANTS OFFICE**

1 JOURNAL SQUARE PLAZA, 4<sup>TH</sup> FLOOR  
JERSEY CITY, NEW JERSEY 07306  
201-547-4736 FAX 201-547-5213

TO: Donna Mauer, CFO

FROM: Sgt. Jaclyn Marcazo

DATE: March 19, 2014

SUBJECT: NJ Division of Highway Traffic Safety Grant – Resolution to Apply

Dear Ms. Mauer,

Attached you will find the Resolution to Apply and Fact Sheet for the JCPD to apply for the 2015 New Jersey Division of Highway Traffic Safety to apply for funds to support the Jersey City Comprehensive Traffic Safety Program.

The grant's projected budget, estimated at \$30,000, will cover the costs of overtime salaries for officers assigned to enforcement activities including DWI, Seatbelt Enforcement, Aggressive Driver, and Pedestrian Decoy Operations. Commodities such as educational items will be purchased to help spread safety messages designed to target motorists and pedestrians in efforts to reduce crashes.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Jaclyn Marcazo", written over a horizontal line.

Sgt. Jaclyn Marcazo

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.226

Agenda No. 10.G

Approved: APR 09 2014

TITLE:



**RESOLUTION REJECTING THE SOLE BID RECEIVED BY THE CITY OF JERSEY CITY ON OCTOBER 3, 2013 FOR A CONTRACT FOR PROVIDING E-TICKETING SERVICES**

**COUNCIL** offered and moved for the adoption of the following resolution:

**WHEREAS**, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for a contract for providing Electronic Ticketing (E-Ticketing) services; and

**WHEREAS**, E-Ticketing is the use of client software to electronically transfer summons information to the Court System and has the ability to provide a paper summons to the offender; and

**WHEREAS**, the City of Jersey City (City) received one bid on October 3, 2013 from Gold Type Business Machines; and

**WHEREAS**, it is necessary to revise the bid specifications so that the integration and services are compatible to the upgraded Police technology; and

**WHEREAS**, N.J.S.A. 40A:11-13.2(d) authorizes the rejection of all bids when it will be necessary to substantially revise specifications for goods and services.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that because of the reasons stated above which are incorporated herein, the sole bid received by the City on October 3, 2013 from Gold Type Business Machines for a contract for providing E-Ticketing services is rejected and the Purchasing Agent is authorized to rebid the contract using revised bid specifications reflecting the upgraded Police technology.

RR/RB

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
										4.9.14	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION REJECTING THE SOLE BID RECEIVED BY THE CITY OF JERSEY CITY  
ON OCTOBER 3, 2013 FOR A CONTRACT FOR PROVIDING E-TICKETING SERVICES**

**Initiator**

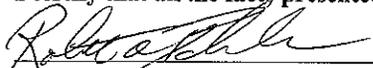
Department/Division	Communications	Public Safety
Name/Title	Sgt. John Tkaczyk	IT Commander
Phone/email	201-547-5997	jtaczyk@njjeops.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

It is necessary to reject the sole bid by Gold Type Business Machines in order to revise the bid specifications so that the integration and services are compatible with the upgraded Police technology.

I certify that all the facts presented herein are accurate.



Signature of Department Director

For James Shea

3-27-14

Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.227

Agenda No. 10.H

Approved: APR 09 2014



TITLE:

**A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM THE JERSEY CITY LANDMARKS CONSERVANCY**

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of the City's governing body; and

**WHEREAS**, on March 8, 2014 the Jersey City Landmarks Conservancy donated \$4,939 to complete work on the foundation for the Old Town of Bergen Monument; and

**WHEREAS**, the City is desirous of accepting this gift.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The acceptance of the of a donation in the amount of Four Thousand Nine Hundred and Thirty Nine Dollars (\$4,939) from the Jersey City Landmarks Conservancy to complete work on the foundation for the Old Town of Bergen Monument is hereby approved; and
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution; and
3. The City of Jersey City hereby thanks the Jersey City Landmarks Conservancy for its generosity.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM THE JERSEY CITY LANDMARKS CONSERVANCY**

**Initiator**

Department/Division	Department of Public Works, Division of Architecture	
Name/Title	Brian F Weller, LLA, ASLA	Director of Architecture
Phone/email	(201) 547-5900	wellerb@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Jersey City Landmarks Conservancy to provide additional funding necessary for additional materials and labor to extend the full depth structural foundation so that the foundation supports the entire proposed monument that is intended to be constructed when funding is available. The date of the final proposed monument construction has yet to be determined.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

4-1-14  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.228

Agenda No. 10.1

Approved: APR 09 2014

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO VALUE PAYMENT SYSTEMS, LLC TO PROVIDE CREDIT CARD AND ELECTRONIC PAYMENT SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (City) desires to be able to provide members of the public with the ability to pay transactions with the City by credit card or electronic payment;

**WHEREAS**, Resolution 13.746, approved on November 13, 2013, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a concession contract to a vendor that will enable members of the public to pay various City fees by credit card or electronic payment; and

**WHEREAS**, the competitive contracting process is considered to be a fair and open bid process under the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the City publicly advertised for bids and received proposals from five (5) companies; and

**WHEREAS**, a committee appointed by the Business Administrator reviewed the proposals and prepared a report attached hereto recommending that the contract be awarded to Value Payment Systems, LLC (Value Payment), 2207 Crestmoor Road, Suite 200, Nashville, Tennessee 37215-2031; and

**WHEREAS**, Value Payment will provide the services at no cost to the City; and

**WHEREAS**, members of the public who desire to make payments to the City by credit card or electronic payment will be charged a convenience fee by Value Payment; and

**WHEREAS**, Value Payment will charge 2.25% for off-site and on-site credit card/ATM Debit card payment transaction fee and ninety-five cents for electronic checks/ACH; and

**WHEREAS**, because Value Payment will provide its services at no cost to the City, a certification of funding pursuant to N.J.S.A. 40A:4-57 is not required for this resolution; and

**WHEREAS**, the term of this concession contract will be three (3) years;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

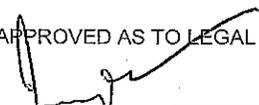
- 1) Pursuant to N.J.S.A. 40A:11-4.1 et seq., a concession contract to provide credit card and electronic payment services is awarded to Value Payment Systems, LLC;

**RESOLUTION AUTHORIZING THE AWARD OF A COMPETATIVELY BID CONTRACT TO VALUE PAYMENT SYSTEMS, LLC TO PROVIDE CREDIT CARD AND ELECTRONIC PAYMENT SERVICES**

- 2) The concession contract is awarded at no cost to the City for a term of three (3) years commencing on April 10, 2014, and the City shall have options to renew the contract for two (2) additional one (1) year terms;
- 3) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached;
- 4) Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award;
- 5) The resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and
- 6) The award of this contract shall be subject to the condition that Value Payment Systems, LLC provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

RR  
3-27-14

APPROVED:   
 \_\_\_\_\_  
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 \_\_\_\_\_  
 Corporation Counsel

Certification Required   
 Not Required

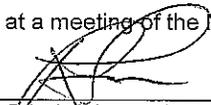
APPROVED **8-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 \_\_\_\_\_  
 Rolando R. Lavarro, Jr., President of Council

  
 \_\_\_\_\_  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

Resolution authorizing the award of a contract to value payment system, LLC to provide credit card/ electronic payments services

**Initiator**

Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	201-547-5120	Maureen@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To award a contract to Value Payment Systems LLC to provided credit card / electronic payment services. Value payment Systems LLC was selected through the competitive contracting process by a committee of 5 individuals. (see attached report)

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3-19-14  
Date

## AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2014 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City") and VALUE PAYMENT SYSTEMS, LLC ("Value Payment" or "Contractor"), 2207 Crestmoor Road, Suite 200, Nashville, Tennessee

WHEREAS, the City of Jersey City (City) desires to be able to provide members of the public with the ability to pay transactions with the City by credit card or electronic payment;

WHEREAS, Resolution 13.746, approved on November 13, 2013, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a concession contract to a vendor that will enable members of the public to pay various City fees by credit card or electronic payment; and

WHEREAS, the City publicly advertised for bids and received proposals from five (5) companies; and

WHEREAS, a committee appointed by the Business Administrator reviewed the proposals and prepared a report recommending that the contract be awarded to Value Payment Systems, LLC (Value Payment), 2207 Crestmoor Road, Suite 200, Nashville, Tennessee 37215-2031; and

WHEREAS, Value Payment will provide the services at no cost to the City; and

WHEREAS, members of the public who desire to make payments to the City by credit card or electronic payment will be charged a convenience fee by Value Payment; and

WHEREAS, Value Payment will charge 2.25% for off-site and on-site credit card/ATM Debit card payment transaction fee and ninety-five cents for electronic checks/ACH; and

WHEREAS, Resolution \_\_\_\_\_ approved on April \_\_\_\_, 2014 authorized this Agreement between the City and the Contractor;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I  
Purpose of Agreement

Contractor will provide services that will provide members of the public with the ability to pay transactions with the City by credit card or electronic payment.

ARTICLE II  
Scope of Services

1. Contractor shall perform for the City at no cost to the City all the services as described in the City's Request for Proposals (RFP) (Exhibit "A"), and the Contractor's Proposal dated February 20, 2014 (Exhibit "B"), which are attached hereto and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents and the provisions of the City's RFP shall govern over the Contractor's Proposal.

2. The contract term is for three (3) years effective as of April 10, 2014. The City shall options to renew the contract for two (2) additional one (1) year terms.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

ARTICLE III  
Contractual Relationship

1. In performing the services under this agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV  
Compensation and Payment

1. Contractor shall charge convenience fees as set forth in its Proposal to members of the public making payments to the City. Contractor shall perform the services at no cost to the City.

ARTICLE V  
Insurance

1. Contractor shall purchase and maintain the following insurance during the terms of this Contract:

- A. \$2,000,000.00 single limit per occurrence in personal/general liability insurance. Insurance certificate must name the City of Jersey City as an additional insured.
- B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Contractor in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).
- C. Automobile Liability in the minimum amount of \$2,000,000.00 single limit per occurrence.

2. Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Contractor shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VI

### Termination for Cause

1. In the event the performance by the Contractor of the services provided for under this Agreement is unsatisfactory to the City, the City agrees to notify the Contractor, and the Contractor agrees to within thirty (30) days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within thirty (30) days of notice given, the City shall at its sole option be entitled to terminate this Agreement immediately upon written notice to the Contractor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed within such thirty (30) day period but the Contractor shall have commenced to rectify such unsatisfactory performance or condition within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Contractor was first notified thereof. Contractor is not entitled to any compensation subsequent to receiving notice of termination from the City.

### ARTICLE VII Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this agreement.

### ARTICLE VIII Indemnity

1. The Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses, and expenses including all reasonable counsel fees incurred by the City for any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, and/or employees that result in any loss of life or property or in any injury or damage to persons or property.

ARTICLE IX  
Entire Agreement

1. This Agreement constitutes the entire agreement between City and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XI  
Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XII  
Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Robert Kakoleski  
City Business Administrator  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE XIII  
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$36,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$36,000.00).

ARTICLE XIV  
New Jersey Business Registration Requirements

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

\_\_\_\_\_  
Robert Byrne, City Clerk

\_\_\_\_\_  
Robert Kakoleski, Business Administrator

Attest:

Value Payment Systems, LLC

\_\_\_\_\_

\_\_\_\_\_



City of Jersey City, NJ  
Department of Administration

Credit Card/Electronic Payment Services

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Presented to Municipal Council - April 9, 2014

# City of Jersey City

## Department of Administration

### Credit Card/ Electronic Payment Services

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#### Executive Summary

On February 20, 2014, the City received six (6) proposals in response to its Request for Proposals for Credit card/ Electronic Payment Services issued on January 8, 2014:

- Value Payment Systems
- JP Morgan Chase Bank, NA
- Paymentus Corp.
- Point & Pay
- Forte Payment Systems
- Bank of America/Merrill Lynch

The evaluation committee rankings of the proposals appear below:

Evaluator	Value payment systems	JP Morgan Chase Bank, NA	Paymentus Corp.	Point & Pay	Forte Payment Systems	Bank of America/Merrill Lynch
Bauer	3	4	1	1	5	6
Castillo	1	4	2	2	6	5
Cosgrove	1	3	2	5	4	6
Mercer	1	6	4	3	2	5
Tosado	1	3	2	5	3	6

The proposals were evaluated according to criteria established by the Department of Administration.

The proposal submitted by Value Payment Systems was ranked highest by the greatest number of evaluators.

In accordance with the statutes for competitive contracting (N.J.S.A 40A:11 - 4.1 *et seq*), it is recommended that a contract be awarded to Value Payment Systems to administer a Credit Card/ Electronic Payment Services for the City.

The Credit Card/Electronic Payment Services will be provided at zero (\$0) upfront cost to the City.

The term of this contract will be for two (2) year contract with three (3) one (1) year options to renew solely at the City's discretion, for a total of five (5) years.

# City of Jersey City

## Department of Administration

### Credit Card/ Electronic Payment Services

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#### Introduction

The City of Jersey City is seeking proposals from qualified Consultants for Credit Card and Electronic Payments.

#### Competitive Contracting

Competitive contracting evaluates Respondent proposals on nine broad categories, which may be further broken down to request more specific information for the purposes of evaluation. Examples include but are not limited to:

##### Technical criteria:

- Does the proposal demonstrate a clear understanding of the scope of work?
- Is the vendor's proposal complete and responsive to the specific RFP requirements?

##### Funds Processing criteria:

- Does the vendor detail the authorization process?
- Does the vendor detail the settlement/balancing?
- Does the vendor detail how it will handle the corrections/reversals of accounts?
- Documentation of the types of reports and provide samples.

##### Cost criteria:

- The city will not pay any convenience fee.
- The City desires the lowest possible convenience fees for its constituents.
- Vendors will supply, install, and maintain ten pos machines at their cost if required internet access will be supplied.
- The vendor is responsible to collect any and all convenience fees.
- Convenience fees may be a percentage or fixed dollar amount and fixed minimum.

## City of Jersey City

### Department of Administration

#### Credit Card/ Electronic Payment Services

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On February 20, 2014, the City received six (6) proposals and the evaluation process was started.

The evaluation process consisted of reviewing the vendors' written proposals.

#### **Evaluation Criteria**

As indicated above, competitive contracting was used in order to produce a procurement process which would provide the City with the services required at an acceptable cost. The evaluation criteria (as excerpted from the RFP) consisted of the following:

A. Required Format	10	The committee will determine the extent to which the proposal includes the required sections. One point is awarded for each section.
B. Payment processing	10	Vendor should demonstrate ability to accommodate a variety of payment types , over a variety of payment channels
C. Funds processing	10	Detail funds processing services
D. Prior experience with similar projects	10	Authorization, settlement, reports
E. Technical	10	Demonstrate ability to create/ develop seamless interface
F. Personnel assigned	5	Experienced credentials
G. Project timeline	5	Aggressive timeline
H. Cost	35	Pricing on fees for in internet and pos
I. Commitment to Diversity	5	Utilization of minority and women owned business

#### **Evaluation Committee**

The evaluation committee consisted of five (5) senior employees:

- Domenick Bauer, Mayor's Office
- Elizabeth Castillo, Grants Office
- Maureen Cosgrove, Tax Collector
- John Mercer, Department of Administration
- Raquel Tosado, Purchasing

Appendix B contains each committee member's Certification of Non-Conflict of Interest, as required by the competitive contracting statutes.

**City of Jersey City**

**Department of Administration**

**Credit Card/ Electronic Payment Services**

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**Evaluation results**

The total scores (out of 200) and rank by each committee member appear below:

<b>Evaluator</b>	<b>Value payment system</b>	<b>Jp Morgan Chase Bank, NA</b>	<b>Paymentus Corp.</b>	<b>Point &amp; Pay</b>	<b>Forte Payment Systems</b>	<b>Bank of America/Merrill Lynch</b>
Bauer	3/170	4/145	1/175	1/175	5/140	6/85
Castillo	1/190	4/155	2/185	2/185	6/135	5/145
Cosgrove	1/190	3/160	2/165	5/115	4/135	6/95
Mercer	1/175	6/125	4/155	3/160	2/170	5/140
Tosado	1/190	3/145	2/180	5/130	3/145	6/95

The proposal submitted by Value Payment Systems was ranked highest by a majority of the evaluation committee members.

The detailed evaluation spreadsheets prepared by each reviewer appear in Appendix C.

**City of Jersey City**

**Department of Administration**

**Credit Card/ Electronic Payment Services**

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**Appendix B: Certification of Non-Conflict of Interest**

**Appendix C: Evaluator Spreadsheets**

## **Appendix B: Certification of Non-Conflict of Interest**



**City of Jersey City**  
**Certification of No Conflict of Interest**  
**Competitive Contracting Evaluation: Credit Card and Electronic Payments**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Elizabeth Castillo

Print Name

A handwritten signature in black ink, appearing to be "Elizabeth Castillo", written over a horizontal line.

Signature

3/14/14

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

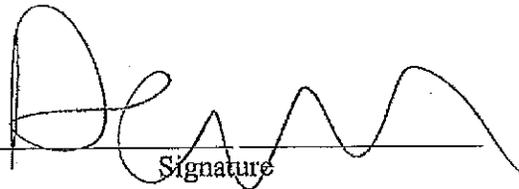


**City of Jersey City**  
**Certification of No Conflict of Interest**  
**Competitive Contracting Evaluation: Credit Card and Electronic Payments**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Domenick Bauer

Print Name



Signature

3/17

Date

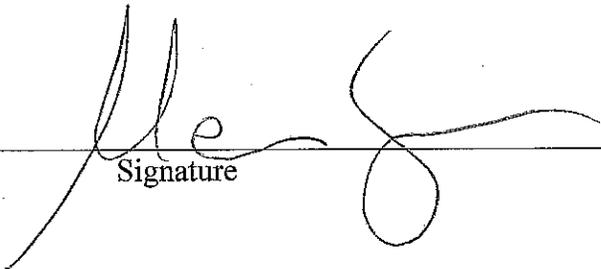
Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



**City of Jersey City**  
**Certification of No Conflict of Interest**  
**Competitive Contracting Evaluation: Credit Card and Electronic Payments**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

MAUREEN COSYRONE  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

3-17-14  
\_\_\_\_\_  
Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



**City of Jersey City Certification of No Conflict of Interest**  
**Competitive Contracting Evaluation: Credit Cards/Electronic Payments**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Print Name \_\_\_\_\_

John Mercer

Signature \_\_\_\_\_

*[Handwritten Signature]*

Date \_\_\_\_\_

3/17/14

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



**City of Jersey City**  
**Certification of No Conflict of Interest**  
**Competitive Contracting Evaluation: Credit Card and Electronic Payments**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Raquel Tosado  
Print Name

Raquel Tosado  
Signature

3/14/14  
Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

## Appendix C: Evaluator Spreadsheets

Reviewer:----->

Jomenick Bauer

<-- Rank

Criteria	Weight	6			5			4			1			1			3		
		BoA Score	Forte Score	JPMC Score	Pmts Score	P&P Score	Value Score	BoA Score	Forte Score	JPMC Score	Pmts Score	P&P Score	Value Score	BoA Score	Forte Score	JPMC Score	Pmts Score	P&P Score	Value Score
Title Page	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Table of Contents	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Executive Summary	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Scope	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Objectives	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Project Workplan	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Assumptions/City of Jersey City Responsibilities	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Staffing	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Timing & Fees	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Appendices/Other	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Payment types	5	0	10	10	10	5	10	10	10	5	10	10	10	5	10	10	5	10	5
Payment channels	5	0	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	5
Funds Processing	10	20	10	10	10	10	20	10	10	20	10	20	10	20	10	20	10	20	20
Client references (including contact information)	5	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Details of project size	5	0	5	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Technical	10	10	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	10
Personnel assigned	5	10	5	10	5	5	5	5	5	5	5	5	5	5	5	5	5	5	10
Project timeline	5	10	10	10	5	10	5	10	5	10	5	10	5	10	5	10	5	10	10
Cost	35	0	35	35	35	70	70	70	70	70	70	70	70	70	70	70	70	70	70
Commitment to Diversity	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
<b>TOTAL SCORE</b>	<b>100</b>	<b>85</b>	<b>140</b>	<b>145</b>	<b>175</b>	<b>175</b>	<b>175</b>	<b>175</b>	<b>175</b>	<b>175</b>	<b>175</b>	<b>175</b>	<b>175</b>	<b>175</b>	<b>175</b>	<b>175</b>	<b>175</b>	<b>175</b>	<b>170</b>
<b>RANK</b>		<b>6</b>	<b>5</b>	<b>5</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>3</b>

Instructions:  
 1. Enter name where indicated  
 2. Select vendor tab (BoA, Value)  
 3. Enter 0, 1, or 2 in yellow fields only  
 4. Spreadsheet will calculate totals and rank  
 5. Save file as "CC Evaluation 2014 - name.xls"

Reviewer:----->

Elizabeth Castillo

<-- Rank

Criteria	Weight	5 BoA Score	6 Forte Score	4 JPMC Score	2 Pmts Score	2 P&P Score	1 Value Score
Title Page	1	2	2	2	2	2	2
Table of Contents	1	2	2	2	2	2	2
Executive Summary	1	2	2	2	2	2	2
Scope	1	2	2	2	2	2	2
Objectives	1	2	2	2	2	2	2
Project Workplan	1	2	2	2	2	2	2
Assumptions/City of Jersey City Responsibilities	1	2	2	2	2	2	2
Staffing	1	2	2	2	2	2	2
Timing & Fees	1	2	2	2	2	2	2
Appendices/Other	1	2	2	2	2	2	2
Payment types	5	10	10	10	10	10	10
Payment channels	5	10	10	10	10	10	10
Funds Processing	10	20	20	20	20	20	20
Client references (including contact information)	5	10	10	10	10	10	10
Details of project size	5	10	10	10	10	10	10
Technical	10	10	0	20	20	20	20
Personnel assigned	5	10	10	10	5	5	10
Project timeline	5	10	10	10	10	10	10
Cost	35	35	35	35	70	70	70
<b>TOTAL SCORE</b>	<b>95</b>	<b>145</b>	<b>135</b>	<b>155</b>	<b>185</b>	<b>185</b>	<b>190</b>
<b>RANK</b>		<b>5</b>	<b>6</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>1</b>

Instructions:  
 1. Enter name where indicated  
 2. Select vendor tab (BoA... Value)  
 3. Enter 0, 1, or 2 in yellow fields only  
 4. Spreadsheet will calculate totals and rank  
 5. Save file as "CC Evaluation 2014 - name.xls"

Reviewer:----->

aureen cosgrove

<-- Rank

Criteria	Weight	6	4	3	2	5	1
Title Page		BoA Score	Forte Score	JPMC Score	Pmts Score	P&P Score	Value
Table of Contents	1	2	2	2	2	2	2
Executive Summary	1	2	2	2	2	2	2
Scope	1	2	2	2	2	2	2
Objectives	1	2	2	2	2	2	2
Project Workplan	1	2	2	2	2	2	2
Assumptions/City of Jersey City Responsibilities	1	2	2	2	2	2	2
Staffing	1	2	2	2	2	2	2
Timing & Fees	1	2	2	2	2	2	2
Appendices/Other	1	2	2	2	2	2	2
Payment types	5	0	10	10	5	10	10
Payment channels	5	0	10	10	10	10	10
Funds Processing	10	0	20	20	10	20	20
Client references (including contact information)	5	0	10	10	5	0	10
Details of project size	5	0	5	10	5	0	10
Technical	10	20	10	20	10	0	20
Personnel assigned	5	0	5	10	10	10	10
Project timeline	5	10	10	5	10	10	10
Cost	35	35	35	35	70	35	70
Commitment to Diversity	5	10	0	10	10	0	0
<b>TOTAL SCORE</b>	<b>100</b>	<b>95</b>	<b>135</b>	<b>160</b>	<b>165</b>	<b>115</b>	<b>190</b>
<b>RANK</b>		<b>6</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>5</b>	<b>1</b>

Instructions:  
 1. Enter name where indicated  
 2. Select vendor tab (BoA...Value)  
 3. Enter 0, 1, or 2 in yellow fields only  
 4. Spreadsheet will calculate totals and rank  
 5. Save file as "CC Evaluation 2014 - name.xls"

Reviewer:----->

John Mercer

<--- Rank

Criteria	Weight	5 BoA Score	2 Forte Score	6 JPMC Score	4 Pmts Score	3 P&P Score	1 Value Score
Title Page	1	2	2	2	2	2	2
Table of Contents	1	2	2	2	2	2	2
Executive Summary	1	2	2	2	2	2	2
Scope	1	2	2	2	2	2	2
Objectives	1	2	2	2	2	2	2
Project Workplan	1	2	2	2	2	2	2
Assumptions/City of Jersey City Responsibilities	1	2	2	2	2	2	2
Staffing	1	2	2	2	2	2	2
Timing & Fees	1	2	2	2	2	2	2
Appendices/Other	1	2	2	2	2	2	2
Payment types	5	5	10	5	5	10	10
Payment channels	5	5	10	5	10	10	10
Funds Processing	10	20	20	10	20	20	20
Client references (including contact information)	5	5	5	5	5	0	10
Details of project size	5	0	0	0	0	0	0
Technical	10	0	20	0	10	20	20
Personnel assigned	5	5	5	5	5	5	0
Project timeline	5	5	10	5	5	5	10
Cost	35	70	70	70	70	70	70
Commitment to Diversity	5	5	0	0	5	0	5
<b>TOTAL SCORE</b>	<b>100</b>	<b>140</b>	<b>170</b>	<b>125</b>	<b>155</b>	<b>160</b>	<b>175</b>
<b>RANK</b>		<b>5</b>	<b>2</b>	<b>6</b>	<b>4</b>	<b>3</b>	<b>1</b>

Instructions:  
 1. Enter name where indicated  
 2. Select vendor tab (BoA, Value)  
 3. Enter 0, 1, or 2 in yellow fields only  
 4. Spreadsheet will calculate totals and rank  
 5. Save file as "CC Evaluation 2014 - name.xls"

Reviewer:----->

Raquel Tosado

<-- Rank

Criteria	Weight	6	3	3	2	5	1
Title Page	Score	BoA Score	Forte Score	JPMC Score	Pmts Score	P&P Score	Value Score
Table of Contents	1	2	2	2	2	2	2
Executive Summary	1	2	2	2	2	2	2
Scope	1	2	2	2	2	2	2
Objectives	1	2	2	2	2	2	2
Project Workplan	1	2	2	2	2	2	2
Assumptions/City of Jersey City Responsibilities	1	2	2	2	2	2	2
Staffing	1	2	2	2	2	2	2
Timing & Fees	1	2	2	2	2	2	2
Appendices/Other	1	2	2	2	2	2	2
Payment types	5	5	10	10	10	10	10
Payment channels	5	5	10	10	10	10	10
Funds Processing	10	20	20	20	20	20	20
Client references (including contact information) Details of project size	5 5	5 0	10 0	10 0	10 0	0 0	10 10
Technical	10	10	20	10	20	20	20
Personnel assigned	5	10	10	10	10	5	10
Project timeline	5	10	10	10	10	10	10
Cost	35	0	35	35	70	35	70
Commitment to Diversity	5	10	0	10	0	0	0
<b>TOTAL SCORE</b>	<b>100</b>	<b>95</b>	<b>145</b>	<b>145</b>	<b>180</b>	<b>130</b>	<b>190</b>
<b>RANK</b>		<b>6</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>5</b>	<b>1</b>

Instructions:  
 1. Enter name where indicated  
 2. Select vendor tab (BoA... Value)  
 3. Enter 0, 1, or 2 in yellow fields only  
 4. Spreadsheet will calculate totals and rank  
 5. Save file as "CC Evaluation 2014 - name.xls"



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** VALUE PAYMENT SYSTEMS LLC

**Trade Name:**

**Address:** 2207 CRESTMOOR RD STE 200  
NASHVILLE, TN 37215-2031

**Certificate Number:** 1787704

**Effective Date:** April 12, 2013

**Date of Issuance:** August 08, 2013

**For Office Use Only:**

20130808141630735

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# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@cnj.org](mailto:abuanJ@cnj.org)

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Scott Dussler

Representative's Signature:

Name of Company:

Value Payment Systems, LLC

Tel. No.:

605 684 6666

Date:

2/19/2014

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
 Division of Contract Compliance & Equal Employment Opportunity  
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES  PROMOTIONS  TRANSFERS  TERMINATIONS (CHECK (X) APPROPRIATE ACHIEVEMENT)

CERTIFICATE NO. \_\_\_\_\_ DATES OF PAYROLL PERIOD USED: FROM \_\_\_\_\_ TO \_\_\_\_\_  
 NAME OF FACILITY: \_\_\_\_\_

Value Payment Systems, LLC  
 COUNTY: \_\_\_\_\_

2207 Crestmar Rd, Suite 200, Nashville, TN (Davidson County) 37203  
 ZIP CODE: \_\_\_\_\_

CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	6					5	1					
PROFESSIONALS	4				1	3						
TECHNICIANS	7					5						
SALES WORKERS	4					4						1
OFFICE & CEREICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS	15	1	2			1	6	4				1
TOTAL												

I certify that the information on this form is true and correct.  
 NAME OF PERSON COMPLETING FORM (Print or Type): \_\_\_\_\_  
 LAST FIRST MI

Slusser Jeffrey S.  
 ADDRESS (NO. & STREET) \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (ZIP) \_\_\_\_\_  
 PHONE (AREA CODE, NO., EXTENSION) \_\_\_\_\_

2207 Crestmar Rd, Suite 200, Nashville, TN 37215 (615) 735-6367  
 DATE SUBMITTED: 2/19/2014

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
Equal Opportunity for Individuals with Disability

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): Scott Jasser / CMO  
Representative's Signature: [Signature]  
Name of Company: Value Payment Systems, LLC  
Tel. No.: (215) 730-6367 Date: 2/19/2014

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Value Payment Systems, LLC  
Address : 2207 Crestmont Rd, Suite 200  
Telephone No. : Nashville, TN 37215 (615) 730-6367  
Contact Name : Scott Shesser

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

\* VPS currently procures the Ingenico payment terminals from Smart Business Technology, Inc. a MBE company. A copy of Definitions their certificate is attached.  
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa .

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Value Payment Systems, LLC  
Address: 2207 Crestmoor Rd, Suite 200  
Telephone No.: Nashville, TN 37215 (615) 730-6367  
Contact Name: \_\_\_\_\_

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

\* VPS currently procures the Ingenico payment terminals from Smart Business Technology, Inc. a MBE company. A copy of Definitions their certificate is attached.  
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

## NOTE

If point of sale terminals are required under the contract, Value Payment Systems, LLC would likely obtain such terminals from Smart Business Technology, Inc. Smart Business Technology, Inc. has represented to Value Payment Systems, LLC that Smart Business Technology, Inc. is a minority owned business.

**GEORGIA MINORITY SUPPLIER  
DEVELOPMENT COUNCIL**



THIS CERTIFIES THAT

**Smart Business Technology, Inc.**

met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®), and as adopted by the Georgia Minority Supplier Development Council

**\*\*NAICS Code(s): 541511 ; 423430**

**\*\*Description of their product/services as defined by the North American Industry Classification System (NAICS)**

October 9, 2013

*Issued Date*

AT01842

*Certificate Number*

October 31, 2014

*Expiration Date*

*Stacey J. Key*

Stacey J. Key, President & CEO NMSDC

Using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



### "New Jersey Business Registration Requirements" For Goods, Professional Service and General Service Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND GENERAL SERVICE CONTRACTS

TAXPAYER NAME: TAX REGISTRY TEST ACCOUNT  
TAXPAYER IDENTIFICATION NUMBER: 1093907  
ISSUANCE DATE: October 14, 2004

*John S. Kelly*

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REGISTRY ACCOUNT  
Trade Name:  
Address: 847 HOBOKEN AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

Fee Office Use Only:  
28641014112812003

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.229

Agenda No. 10.J

Approved: APR 09 2014

TITLE:



## **RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED AND REMOVING A RESTRICTIVE COVENANT AFFECTING TITLE TO BLOCK 29302, LOT 28 A/K/A 105 OCEAN AVENUE**

**COUNCIL**

**Offered and moved adoption of the following resolution:**

**WHEREAS**, 105 Ocean Avenue a/k/a Block 29302, Lot 28 f/k/a Block 1413, Lot 3B (Property) was a vacant 2 residential and 1 commercial unit building that the City of Jersey City (City) sold at a public auction on October 3, 2001 for the sum of \$100,500.00; and

**WHEREAS**, the terms and conditions of the sale required that the purchaser obtain a certificate of occupancy for the Property within eighteen months of the date that the City conveyed the Property to the purchaser; and

**WHEREAS**, on November 13, 2001, the City conveyed the Property to Jay A. Deutchman, the purchaser and the deed included a restrictive covenant requiring that purchaser obtain a certificate of occupancy; and

**WHEREAS**, the deed dated November 13, 2001 was never recorded and a subsequent deed was issued by the City to the purchaser on June 25, 2003, recorded in Deed Book 7094, at page 233; and

**WHEREAS**, in violation of the contract of sale and deed, the purchaser conveyed the property to Spencer Development, LLC (Spencer) without permission from the City on July 10, 2003; and

**WHEREAS**, on July 10, 2003, Spencer gave a mortgage to Northern Source, LLC (Northern) in the amount of \$333,400.00 against the property; and

**WHEREAS**, Cheron Holdings LLC (Cheron), assignee of Northern initiated a foreclosure action based on its mortgage affecting the property under Docket No. F-4094-06; and

**WHEREAS**, by sheriff's deed of foreclosure dated November 14, 2011, Cheron obtained title to the property; and

**WHEREAS**, because real estate taxes were never paid, the City sold a tax sale certificate and the purchaser failed to obtain a certificate of occupancy; and

**WHEREAS**, the City commenced an action to enforce its reversionary interest and obtained title to the property by a court Order dated December 7, 2012; and

**WHEREAS**, despite a recorded Order and Judgment granting the City title to the property, Cheron conveyed the property to American First Property Solutions, LLC (American) in December, 2013; and

**WHEREAS**, neither Cheron nor the City have marketable title for the Property; and

**WHEREAS**, American also holds title to the adjacent property, 103 Ocean Avenue and has proposed to commence construction at both properties since the dividing structure wall separating the properties was removed; and

**WHEREAS**, American has agreed to pay off the current tax lien in the approximate amount of \$77,569.44; pay the City the sum of \$5,000 for administrative costs; and has provided written assurance that the Property will be rehabilitated in compliance with City Code within 9 months in exchange for a quitclaim deed to American including a release of the restrictive covenant; and

**WHEREAS**, it is in the best interests of the City to execute the quitclaim deed to American releasing the Property from the restrictive covenant and to get the Property rehabilitated and back on the tax rolls to generate revenue.

APR 09 2014

TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED AND REMOVING A RESTRICTIVE COVENANT AFFECTING TITLE TO BLOCK 29302, LOT 28 A/K/A 105 OCEAN AVENUE**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The City finds and declares that in exchange for the payment by American First Property Solutions, LLC of \$5,000.00 to the City and \$77,569.44 to pay off the current tax lien, it is in the best interests of the City to remove from the public record a restrictive covenant that affects 105 Ocean Avenue, a/k/a Block 29302, Lot 28, f/k/a Block 1413, Lot 3B.
2. Block 29302, Lot 28 f/k/a Block 1413, Lot 3B is hereby released from any and all restrictions contained in a Deed from the City dated June 25, 2003 and recorded in the Hudson County Register's Office on July 24, 2003 in Deed Book 7094 at page 233.
3. The Mayor is hereby authorized to execute a quitclaim deed conveying the Property to American First Property Solutions, LLC and releasing the restrictions contained in the Deed from the City dated June 25, 2003, in a form to be approved by Corporation Counsel.

IW/igp/dc  
3/31/14

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - NON CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council Consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED AND REMOVING A RESTRICTIVE COVENANT AFFECTING TITLE TO BLOCK 29302, LOT 28 A/K/A 105 OCEAN AVENUE**

**Initiator**

Department/Division	Law Department	
Name/Title	Itza Wilson, Asst. Corp. Counsel	
Phone/email	201-547-5444	

Note: Initiator must be available by phone during the agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To authorize the execution of a quitclaim deed to American First Property Solutions, LLC and remove a restrictive covenant in a deed from the City dated June 25, 2003 affecting the property, 105 Ocean Avenue. The execution of the quitclaim deed is subject to payment by American to the City of \$5,000 for administrative costs; payment of \$77,569.44 to pay off the current tax lien affecting the property and written assurance that the property will be rehabilitated within 9 months in compliance with City Code.

**I certify that all the facts presented herein are accurate**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.230

Agenda No. 10.K

Approved: APR 09 2014

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 445 FAIRMOUNT AVENUE A/K/A BLOCK 16301, LOT 9 F/K/A BLOCK 01827, LOT 00091**

**COUNCIL**  
of the following resolution:

**offered and moved adoption**

**WHEREAS**, on October 29, 1999, Joann Dortch (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$15,000.00 made under the Home First Time Homebuyer Program; and

**WHEREAS**, the loan was made for the purpose financing a one (1) family unit and self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 445 Fairmount Avenue, Jersey City, also known as Block 16301, Lot 9 f/k/a Block 01827, Lot 00091; and

**WHEREAS**, ten (10) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage of Joann Dortch dated October 29, 1999, in the sum of \$15,000.00 affecting 445 Fairmount Avenue, also known as Block 16301, Lot 9 f/k/a Block 01827, Lot 00091.

IW/igp  
3/25/14

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage affecting 445 Fairmount Avenue, A.K.A. Block 16301, Lot 9 and F.K.A. Block 01827, Lot 00091.

**Initiator**

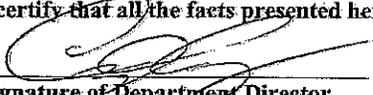
Department/Division	HEDC	Community Development
Name/Title	Darice Toon	Director
Phone/email	201-547-5304	darice@icnj.org

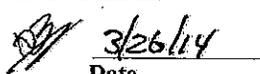
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Discharge of City's mortgage because affordability controls have expired.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.231

Agenda No. 10.1

Approved: APR 09 2014

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 187 PEARSALL AVENUE A/K/A BLOCK 29201, LOT 29 F/K/A BLOCK 1373, LOT 16**

**COUNCIL**  
**of the following resolution:**

**offered and moved adoption**

**WHEREAS**, on December 29, 1998, Darlene E. Frazier (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$3,900.00 made under the HORP Program; and

**WHEREAS**, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 187 Pearsall Avenue, Jersey City, also known as Block 29201, Lot 29 f/k/a Block 1373, Lot 16; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage of Darlene E. Frazier dated December 29, 1998, in the sum of \$3,900.00 affecting 187 Pearsall Avenue, also known as Block 29201, Lot 29 f/k/a Block 1373, Lot 16.

IW/igp  
3/26/14

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 187 PEARSALL AVE. BLOCK 1373, LOT 16**

**Initiator**

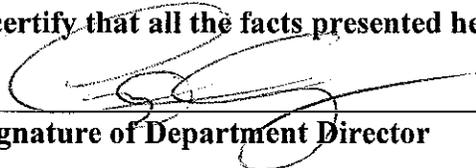
Department/Division	HEDC	Community Development
Name/Title	Michael Biondo	HORP Supervisor
Phone/email	201-547-5086	biondom@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Discharge of a City Mortgage affecting 187 Pearsall Avenue, Jersey City, NJ

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/27/14  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.232  
 Agenda No. 10.M  
 Approved: APR 09 2014  
 TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 41 ROSE AVENUE A/K/A BLOCK 27101, LOT 21 F/K/A BLOCK 1362, LOT 92.A**

**COUNCIL** **offered and moved adoption**  
**of the following resolution:**

**WHEREAS**, on December 2, 1999, Edward & Theresa Mroz (Borrowers) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$6,000.00 made under the HORP Program; and

**WHEREAS**, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowners reside in the property and do not sell the property; and

**WHEREAS**, the mortgage affects property known as 41 Rose Avenue, Jersey City, also known as Block 27101, Lot 21 f/k/a Block 1362, Lot 92.A; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage of Edward & Theresa Mroz dated December 2, 1999, in the sum of \$6,000.00 affecting 41 Rose Avenue, also known as Block 27101, Lot 12 f/k/a Block 1362, Lot 92.A

IW/ep  
3/24/14

APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4 9 14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
 Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 41 ROSE AVENUE A/K/A BLOCK 27101, LOT 21 F/K/A BLOCK 1362, LOT 92.A**

**Initiator**

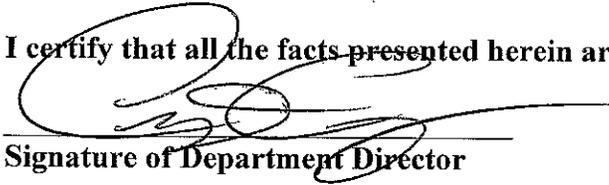
Department/Division	HEDC	Community Development
Name/Title	Michael Biondo	HORP Supervisor
Phone/email	201-547-5086	biondom@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Discharge of a City Mortgage affecting 41 Rose Avenue, Jersey City, NJ

I certify that all the facts presented herein are accurate.



Signature of Department Director

3/24/14  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.233  
 Agenda No. 10.N  
 Approved: APR 09 2014  
 TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 17 ZABRISKIE STREET A/K/A BLOCK 3703, LOT 21 F/K/A BLOCK 828, LOT 4.5T**

**COUNCIL**  
**of the following resolution:**

**offered and moved adoption**

**WHEREAS**, on April 9, 2001, Robert & Nilsa Rojas (Borrowers) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$6,000.00 made under the HORP Program; and

**WHEREAS**, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowners reside in the property and do not sell the property; and

**WHEREAS**, the mortgage affects property known as 17 Zabriskie Street, Jersey City, also known as Block 3703, Lot 21 f/k/a Block 828, Lot 4.5T; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage of Robert & Nilsa Rojas dated April 9, 2001, in the sum of \$6,000.00 affecting 17 Zabriskie Street, also known as Block 3703, Lot 21 f/k/a Block 828, Lot 4.5T.

IW/igp  
 3/25/14

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
 Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 17 ZABRISKIE STREET BLOCK 828, LOT 4.5T**

**Initiator**

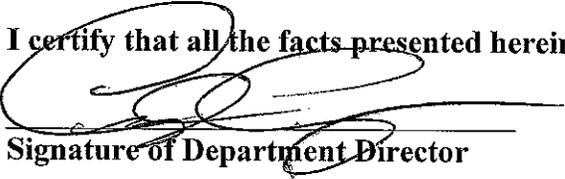
Department/Division	HEDC	Community Development
Name/Title	Michael Biondo	HORP Supervisor
Phone/email	201-547-5086	biondom@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Discharge of a City Mortgage affecting 17 Zabriskie Street, Jersey City, N.J. 07305

I certify that all the facts presented herein are accurate.



Signature of Department Director

3/24/14  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.234

Agenda No. 10.0

Approved: APR 09 2014



**TITLE:**

**RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 417-419 PACIFIC AVENUE A/K/A BLOCK 15602, LOT 23**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, Jorge Paez, the owner of 417-419 Pacific Avenue a/k/a Block 15602, Lot 23 f/k/a Block 2091, Lot 36, participated in the City of Jersey City's ("City") HOME Program; and

**WHEREAS**, the owner received a \$52,000 loan from the City on June 24, 1993 for the purpose of financing the purchase of a two-family residential unit; and

**WHEREAS**, the City's loan self-amortizes provided that the homeowner resides in the property, does not sell the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

**WHEREAS**, in addition, the City is entitled to a recapture amount at the first non-exempt sale of the property after the restrictions have ended; and

**WHEREAS**, the City's loan was recorded as a second mortgage against the property; and

**WHEREAS**, the owner desires to refinance the first mortgage in order to obtain lower monthly mortgage payments; and

**WHEREAS**, in order to obtain the new mortgage, Santander Bank, N.A., its successors and/or assigns, requires that the City's mortgage be made subordinate to its first mortgage; and

**WHEREAS**, the amount of the new loan is \$85,000.00; and

**WHEREAS**, even though the twenty (20) year restricted period has expired, the City cannot discharge its mortgage because of the recapture provision in the mortgage, therefore, the City's lien shall remain in second lien position; and

**WHEREAS**, the City by its Department of Housing and Economic Development has determined that the value of the property supports the amount of the new loan and the City's loan; and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the property.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's lien affecting 417-419 Pacific Avenue, also known as Block 15602, Lot 23 f/k/a Block 2091, Lot 36, to the interests of a new first mortgage with Santander Bank, N.A.

IW/igp  
03/20/14

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution Authorizing The Execution of a Mortgage Subordination Agreement Affecting The Property Known As 417-419 Pacific Avenue A.K.A. Block 15602, Lot 23

**Initiator**

Department/Division	HEDC	Community Development
Name/Title	Darice Toon	Director
Phone/email	201-547-5304	darice@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

It is necessary for the City to subordinate its mortgage to allow the owners of 417-419 Pacific Avenue to refinance their property with a new first mortgage.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.235

Agenda No. 10.P

Approved: APR 09 2014

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 312-314 VAN HORNE STREET A/K/A BLOCK 17402, LOT 20**

**COUNCIL  
resolution:**

offered and moved adoption of the following

**WHEREAS**, Cedric Beteta and Patricia Beteta, the owners of 312-314 Van Horne Street a/k/a Block 17402, Lot 20 f/k/a Block 2077, Lot 51, participated in the City of Jersey City's ("City") Community Development Block Grant (CDBG) Program; and

**WHEREAS**, the owners received a \$52,000 loan from the City on September 28, 1992 for the purpose of financing the purchase of a two-family residential unit; and

**WHEREAS**, the City's loan self-amortizes provided that the homeowners reside in the property, do not sell the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

**WHEREAS**, in addition, the City is entitled to a recapture amount at the first non-exempt sale of the property after the restrictions have ended; and

**WHEREAS**, the City's loan was recorded as a second mortgage against the property; and

**WHEREAS**, the owners desire to refinance the first mortgage in order to obtain lower monthly mortgage payments; and

**WHEREAS**, in order to obtain the new mortgage, Equity Loans, LLC, ISAOA/ATIMA, its successors and/or assigns, requires that the City's mortgage be made subordinate to its first mortgage; and

**WHEREAS**, the amount of the new loan is \$185,948.00; and

**WHEREAS**, even though the twenty (20) year restricted period has expired, the City cannot discharge its mortgage because of the recapture provision in the mortgage, therefore, the City's lien shall remain in second lien position; and

**WHEREAS**, the City by its Department of Housing and Economic Development has determined that the value of the property supports the amount of the new loan and the City's loan; and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the property.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's lien affecting 312-314 Van Horne Street, also known as Block 17402, Lot 20 f/k/a Block 2077, Lot 51, to the interests of a new first mortgage with Equity Loans, LLC, ISAOA/ATIMA.

IW/igp  
03/20/14

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution Authorizing The Execution of a Mortgage Subordination Agreement Affecting The Property Known As 312-314 Van Home Street A.K.A. Block 17402, Lot 20

**Initiator**

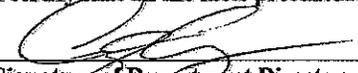
Department/Division	HEDC	Community Development
Name/Title	Darice Toon	Director
Phone/email	201-547-5304	darice@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

It is necessary for the City to subordinate its mortgage to allow the owners of 312-314 Van Home Street to refinance their property with a new first mortgage.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.236

Agenda No. 10-Q

Approved: APR 09 2014



**TITLE:** A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 9:00 A.M. AND ENDING 4:00 P.M. SATURDAY, APRIL 26, 2014 AT THE REQUEST OF THE RIVERVIEW NEIGHBORHOOD ASSOCIATION INC FOR THE PURPOSE OF A COMMUNITY CLEAN UP

**WHEREAS**, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Riverview Neighborhood Association Inc. to close Ogden Avenue from Griffith Street to Bowers Street beginning 9:00 a.m. and ending 4:00 p.m. Saturday, April 26, 2014 for the purpose of a community clean up; and

**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Section 296-71, 296-72 and 296-73 and Section 122-8 be waived; and

**WHEREAS**, the request to close Ogden Avenue does not meet one or more of the requirements set forth in Section 296-71 (B)(C)(D), 296-72(B)(2)(8) and 296-73(D) and Section 122-8(A)(B) and (C) as the street closing was submitted by a non-resident and will start earlier than is permitted; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73 and Section 122-8 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Ogden Avenue from Griffith Street to Bowers Street beginning 9:00 a.m. and ending 4:00 p.m. Saturday, April 26, 2014

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Director,  
Architecture, Engineering, Traffic and Transportation

APPROVED: \_\_\_\_\_  
Director, Dept. of Public Works

APPROVED: \_\_\_\_\_  
Business Administrator

JDS:pcl  
(03.26.14)

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

# RECREATIONAL EVENT STREET CLOSURE

**BLOCK:** OGDEN AV from GRIFFITH ST to BOWERS ST

PURPOSE OF EVENT: community cleanup

**BEGINS: 9AM**

**ENDS: 4PM**

**Saturday, April 26, 2014**

APPLICANT: Olga Weissman

ORGANIZATION : Riverview Neighborhood Association Inc

ADDRESS: 576 Palisade Av

CITY, STATE, ZIP: Jersey City NJ 07307

PHONE #: 646.373.2715

BEING WAIVED: Nonresident, start time

APPROVED

DATE

3/21/14

DENIED

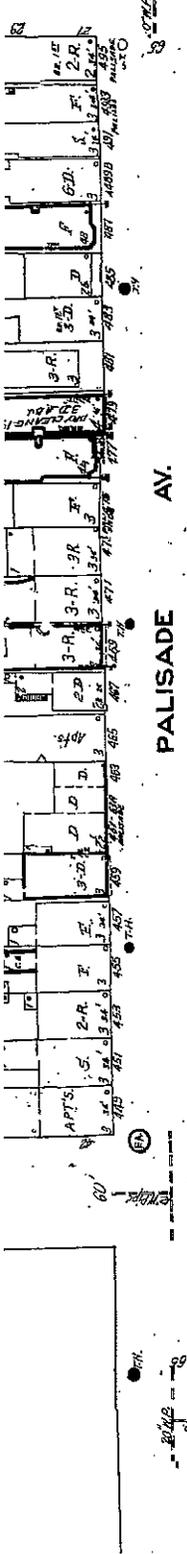
DATE

PLEASE REVIEW WITH ME

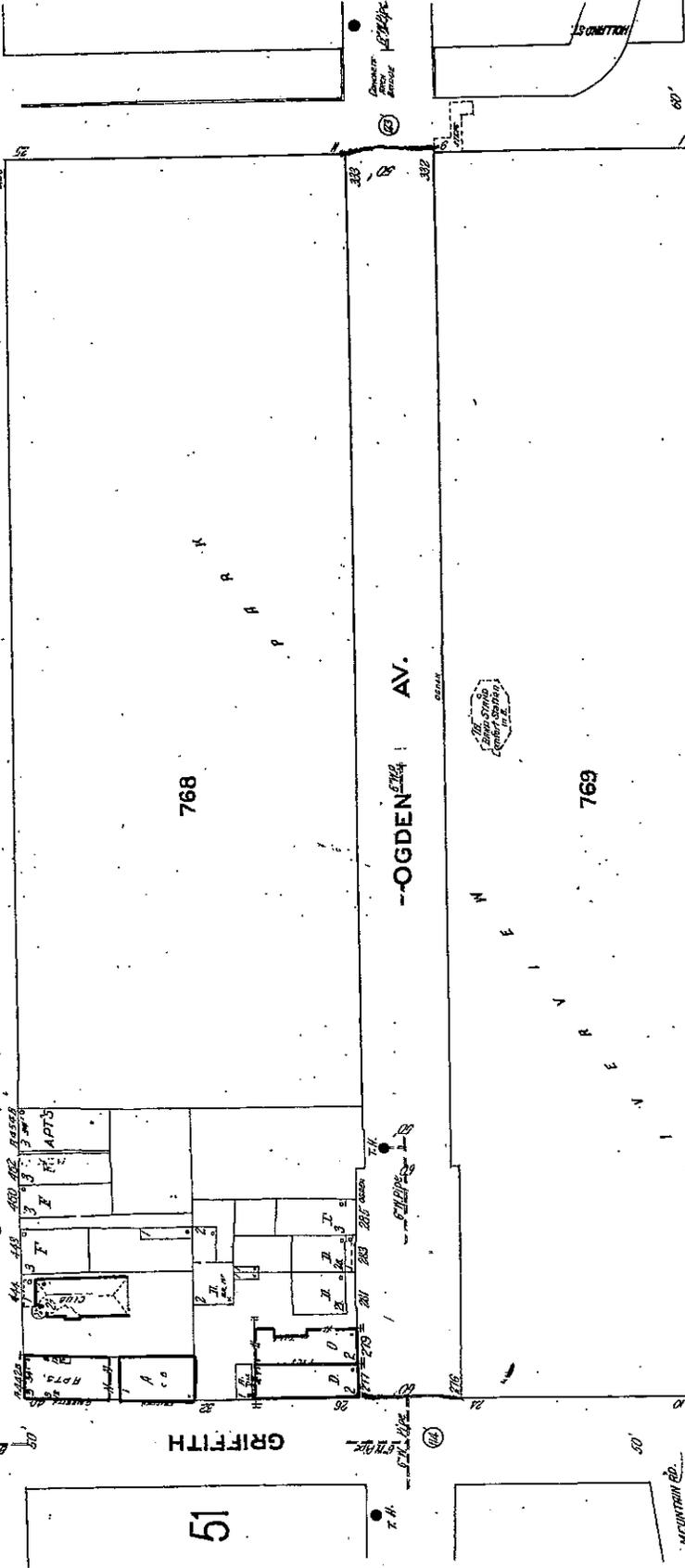
DATE

*(Signature)*  
(for Mike Raylli)

BOWEN ST. 54



PALISADE AV.

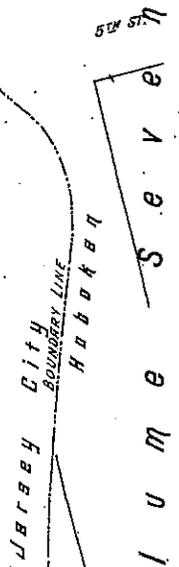


OGDEN ST.

PATERSON PLANK ROAD

758 1/2

MARSHALL ST.



© 1910, JANUARY 2003, SWS2000

See Volume Seven

GRIFFITH

51

ACONTAIN RD.

52

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 9:00 A.M. AND ENDING 4:00 P.M. SATURDAY, APRIL 26, 2014 AT THE REQUEST OF THE RIVERVIEW NEIGHBORHOOD ASSOCIATION INC FOR THE PURPOSE OF A COMMUNITY CLEAN UP**

**Initiator**

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Olga Weissman on behalf of the Riverview Neighborhood Association, Inc., 576 Palisade Av., JCNJ 1.646.373.2715	Director of Traffic & Transportation
Phone/email		

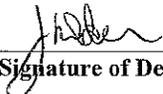
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Authorizing the closing of Ogden Avenue between Griffith Street and Bowers Street on Saturday, April 26, 2014 beginning 9:00 a.m. and ending 4:00 p.m. for a community clean up.

This closing is a Community event and at no cost to the City.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
Signature of Department Director

3/27/14  
\_\_\_\_\_  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.237

Agenda No. 10.R

Approved: APR 09 2014



TITLE:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH  
CCA CIVIL INC. TO ENTER ONTO CITY PROPERTY AT THE PJP  
LANDFILL LOCATED ON ROUTE 440

COUNCIL offered and moved adoption of the  
following resolution:

WHEREAS, the New Jersey Department of Transportation (NJDOT) is undertaking a project for the Pulaski Skyway, which carries Routes 1&9 through Newark, South Kearny and Jersey City; and

WHEREAS, the project includes replacement of the entire bridge deck, repairs to structural steel, concrete columns, ramps, pier, and abutments; and

WHEREAS, CCA Civil, Inc., 525 Washington Boulevard, Jersey City, New Jersey, 07301, has been hired by NJDOT to perform the rehabilitation of the Pulaski Skyway superstructure; and

WHEREAS, CCA Civil, Inc. requests the City's permission to enter onto and access certain City properties known as the PJP Landfill located on Route 440; and

WHEREAS, CCA Civil, Inc. agrees to execute the License Agreement attached hereto to.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

- 1) CCA Civil, Inc. is authorized to enter onto City property located on Route 440 also known as the PJP Landfill for the purpose of performing the activities described in the License Agreement attached hereto; and
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and
- 3) The term of the License Agreement shall be for twenty-four (24) months effective upon execution of the License Agreement by City officials.

MS  
04/01/14

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

10. R.  
14-237

# REPLACEMENT

## LICENSE AND ACCESS AGREEMENT

THIS LICENSE AND ACCESS AGREEMENT (the "**Agreement**") is made as of \_\_\_\_\_, 2014 (the "**Effective Date**") by and between the City of Jersey City, a municipal corporation of the State of New Jersey, having an address of 280 Grove St., Jersey City, NJ 07302 (hereinafter referred to as the "**City or Licensor**") and CCA Civil Inc., having an address of 525 Washington Blvd., Jersey City, NJ 07310 (hereinafter referred to as "**CCA Civil**" or "**Licensee**"), each a "**Party**" and collectively referred to as the "**Parties**."

### WITNESSETH

**WHEREAS**, the New Jersey Department of Transportation ("**NJDOT**") is undertaking a project for the Pulaski Skyway, a historic, 3.5 mile long steel truss bridge which carries Routes 1&9 through Newark, South Kearny and Jersey City; and

**WHEREAS**, the project consists of rehabilitation of the Pulaski Skyway superstructure, substructure and ramps; and

**WHEREAS**, the project is envisioned to advance under ten (10) separate construction contracts and the work includes replacement of the entire bridge deck, repairs to structural steel, concrete columns, ramps, piers and abutments, removal of existing lead paint and repainting of steel surfaces, and strengthening of the substructure components as part of a seismic retrofit; and

**WHEREAS**, the NJDOT's contractors and/or subcontractors require ingress, egress and access to and use of certain City properties for work associated with that certain contract known as the Pulaski Contract #3 ("**Pulaski Contract #3**"); and

**WHEREAS**, the nature, type and location of work under Pulaski Contract #3 is detailed in the plans and maps attached hereto as **Exhibit A**, which may be amended or supplemented ("**the Pulaski Contract #3 Site**"); and

**WHEREAS**, the City locations for Pulaski Contract #3 include portions of the City known as the PJP Landfill, whereupon the City has undergone site remediation and capping, and is under current monitoring for soil contamination, see attached Deed Notices and supporting documentation attached hereto as **Exhibit B** (the "**Deed Restricted Sites**"); and

**WHEREAS**, certain block and lot numbers in the PJP Landfill are designated as Interim Remedial Measure areas ("**IRM Sites**") and are further restricted; and

**WHEREAS**, the NJDOT has selected CCA Civil as the General Contractor for Pulaski Contract #3; and

**WHEREAS**, the City desires to provide access to CCA Civil and/or its subcontractors to the Pulaski Contract #3 Site for the use and purposes as further described in this Agreement.

**NOW, THEREFORE BE IT RESOLVED**, in consideration for the recitals and the mutual promises set forth in this Agreement, and other good and valuable consideration, the Parties agree as follows:

## ARTICLE I

### 1.1 Term.

The term of this Agreement is for a period of twenty-four (24) months after the Effective Date.

### 1.2 Contact and Work Details.

CCA Civil shall provide the City contact and all relevant information regarding all contractors or subcontractors to be accessing the Pulaski Contract #3 Site. Relevant information to be provided includes, but is not limited to, the designated liaison(s) for the City, emergency contact information, type of work to be performed and timelines associated with work, for CCA Civil and for all its subcontractors. Such information shall be provided at least one week prior to the start of work. Updates shall be provided as necessary, but at minimum on a quarterly basis throughout the term of this Agreement.

### 1.3 Pulaski Contract #3 Site and Permitted Uses.

CCA Civil may access the bridge pier(s), decking and portions of the Pulaski Skyway structure that are located within City property limits, as more specifically outlined in the map attached hereto as **Exhibit A**.

CCA Civil will maintain ingress and egress to the Pulaski Contract #3 Site.

### 1.4 No City Warranties

CCA Civil acknowledges and agrees that, except as expressly set forth herein, the City makes no representations or warranties regarding the Pulaski Contract #3 Site. The City expressly disclaims, and CCA Civil expressly waives, all implied warranties, including without limitation, any warranty of suitability or fitness of the Pulaski Contract #3 Site for any particular purpose or use.

### 1.5 Limitations and Prohibitions on Use.

CCA Civil shall not permit or suffer any use of the Pulaski Contract #3 Site, or any part thereof, other than the Permitted Uses. CCA Civil shall not use or allow the Pulaski Contract #3 Site to be used for an improper, immoral, or unlawful purpose, nor shall the CCA Civil cause or permit to remain any nuisance in or about the Pulaski Contract #3 Site in contravention of this Agreement.

## ARTICLE II

### 2.1 Permits.

CCA Civil must submit a comprehensive permit application to the City, which includes all closures, locations, timelines, commencement and completion dates, for Pulaski Contract #3 (the “**Permit Application**”). CCA Civil acknowledges and agrees that the City will review and provide a single permit for all locations to be accessed for their work (the “**Permit**”). CCA Civil must renew the Permit Application annually. The renewal application, with updated plans and specifications, must be submitted to City for review at least two months prior to the prior permit’s expiration date. Each Permit Application should include, at minimum:

- a. Plans and specifications of all areas to be accessed
- b. Scope of all road closures, including any areas to be closed off or limited to the City or to the public
- c. Locations within the City which will be impacted/utilized
- d. Method/manner for securing and/or fencing the Sites
- e. Timelines of work
- f. Notice provisions for unanticipated work, including emergency work

### 2.1 Street Closures.

CCA Civil must provide a two-week look ahead report for any anticipated street closures and/or detours throughout the term of this Agreement, which reporting shall commence as of the Effective Date of this Agreement.

### 2.2 Notice.

For any unanticipated or emergent closures, CCA Civil must provide written notice to the City’s designated traffic liaison, which notice should be provided as soon as practicable, and may be provided via email.

## ARTICLE III

### 3.1 Insurances, Indemnity and Assumptions of Liability.

The CCA Civil shall provide the necessary insurances, indemnity and proofs thereof as described herein.

### 3.2 Insurance Certificates.

Prior to the commencement of work or any activities under this Agreement, CCA Civil shall provide copies of their insurance certificates and insurance binders to the City. Proof of insurance must include the following minimum amounts:

- a. Property Damage and Comprehensive General Liability in the minimum amount of \$5,000,000 per occurrence
- b. Workers Compensation in the statutory amount and Employer's Liability in the minimum amount of \$1,000,000
- c. Automobile Liability in the minimum amount of \$2,000,000 single limit per occurrence
- d. Pollution Legal Liability in the amount of \$5,000,000 per occurrence

CCA Civil must include the City of Jersey City, its employees and agents as an additional insured. Proof of insurance renewals, if applicable, must be provided to the City.

### 3.3 Indemnity.

To the extent directly caused by the negligent acts or omissions of CCA Civil and not covered by the aforementioned insurance, CCA Civil agrees to assume any and all risk of loss or damage of any kind whatsoever to property, including damage to infrastructure and environmental damages, or injury or death to persons, including wrongful death, arising out of access and/or use of City property. CCA Civil further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including damages, judgments, liens, attorney's fees and costs of suit, arising out of or resulting from the performance of Pulaski Contract #3, construction, staging and/or any other activities related thereto. If so directed, CCA Civil shall, at no cost or expense to the City, defend the City against such claims. CCA Civil's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to its termination.

### 3.4 Deed Restricted and Environmentally Remediated Areas.

- a. Coordination of the Parties and other relevant individuals, companies and/or government agencies, including the City, CCA, NJDOT and the New Jersey Department of Environmental Protection will be required prior to access and activities on the Deed Restricted Sites. Activities may be restricted on the Deed Restricted Sites by the City.
- b. CCA Civil agrees to protect any capping or other environmental remediation conducted on the Deed Restricted Site.
- c. CCA Civil agrees to comply with any local, state and federal notice requirements regarding access to the Deed Restricted Site. CCA Civil agrees that it is responsible for the submission of any necessary notices to the City, NJDEP, EPA or any other regulatory or government agencies with jurisdiction over the Deed Restricted Site.
- d. Pursuant to this Article, CCA Civil shall be liable for any damages and cost of environmental remediation required as a result of their use and access to City property.
- e. After the completion of all work under Pulaski Contract #3, CCA Civil must provide a third-party PE/LSRP report certifying that the Deed Restricted Sites were not negatively impacted during the term of this Agreement.

### 3.5 Cost Reimbursement.

CCA Civil shall reimburse the City for any reasonable costs and expenses incurred by the City in the performance of this Agreement, including but not limited to, City inspector time, off-duty police, third-party engineering reports, costs of relocation of any tangible City property, etc. At minimum, CCA Civil shall be responsible for the following costs:

- a. Cost of a third-party engineering/LSRP, which shall be selected by the City, to perform initial review and analysis of CCA's plans and work maps, conduct quarterly reporting to the City throughout the term of the contract and conduct a final closeout inspection and report to the City.
- b. Cost of any off-duty police officers required to remediate the effect of any traffic detours and to ensure public safety.
- c. Cost of relocating any City tangible property.
- d. Any or all security, if necessary, for its personnel, equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees on the Pulaski Contract # 3 Site.
- e. Any other reasonable costs and expenses incurred by the City in the performance of this Agreement.

### 3.6 Payments.

The City shall provide CCA Civil invoice(s), with any necessary back-up information, for reimbursement of costs incurred pursuant to this Agreement. CCA Civil shall remit payment to the City within thirty (30) business days of receipt of the invoice(s). Late

fees will be assessed and calculated at 2% per month on the balance of the unpaid invoice(s). In the case of any reasonable disputes regarding the invoices submitted, CCA Civil shall remit payment on the undisputed portion within the payment deadline. With regard to the disputed portion, the parties agree to confer and resolve the balance of the invoice within two (2) months. Late penalty fees shall not be assessed on the disputed balance during this time. CCA Civil will be responsible for all attorneys' fees and costs incurred should the City have to institute collection efforts.

### 3.7 Damage to Property.

Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the access or use of the Pulaski Contract #3 Site, will be repaired or replaced by CCA Civil at its own cost and expense. If CCA Civil fails to make such repairs or replacement within a reasonable time after being requested to do so, the City shall have the right to make such repairs and/or replacement and CCA Civil agrees to reimburse the City for all costs and expenses thereof.

### 3.8 Notice of Injury or Damage.

All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with CCA Civil's use of the City property, shall be reported immediately to the City of Jersey City, Division of Risk Management, the Office of Real Estate and the City Engineer, as authorized representatives of the City together with all information required by the City on prescribed forms to be provided by the City.

## ARTICLE IV

### 4.1 Revocation of Permits.

The permission hereby granted for use of the Pulaski Contract #3 Site may be revoked at any time by the City, for violation of this Agreement or for other just cause, by the City's Business Administrator or the Public Safety Director, giving five (5) days written notice to CCA Civil. Revocation shall not relieve CCA Civil of any liabilities or obligations which stem from its use of the Pulaski Contract #3 Site which occurred on or prior to the date of revocation.

### 4.2 Third-Party Beneficiaries.

Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

### 4.3 Further Assurances.

The permission to use the Pulaski Contract #3 Site is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve CCA Civil from their responsibility to procure and maintain in effect all other requisite permissions and approvals.

#### 4.4 Entire Agreement; Amendments.

The entire agreement between the City and CCA Civil is contained herein and no modifications hereof shall be effective other than through written consent of both Parties.

#### 4.5 Severability.

Should any term or provision of this Agreement, or any application thereof to any person or circumstance, be judicially determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and the balance of the terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Parties may renegotiate the terms affected by the severance.

#### 4.6 Waiver of Liability.

The City shall not be responsible for any loss or theft sustained by the CCA Civil during its use of the Pulaski Contract #3 Site. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

#### 4.7 Governing Law.

CCA Civil' use of the Pulaski Contract #3 Site shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City.

#### 4.8 Equipment and Material Deemed Abandoned.

All equipment installed or used by CCA Civil and/or its subcontractors in connection with the access and use of the Pulaski Contract #3 Site that may be removed without damage to the Pulaski Contract #3 Site shall be deemed to be the property of the CCA Civil and shall be removed by it at the termination of the Agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, and the City has not otherwise agreed to keep the property, the same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the CCA Civil for any cost of disposing thereof.

4.9 Authorized Representative.

The CCA Civil shall provide in writing to the City the name of one (1) authorized representative who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the CCA Civil.

4.10 Notices.

All Notices between the parties hereto shall be addressed and delivered to the following:

City: Robert Kakoleski  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, N.J. 07302  
Telephone No. (201) 547-5147

With a copy to:

Jeremy Farrell  
Corporation Counsel  
280 Grove St.  
Jersey City, NJ 07302

Contractors: Clark Chen  
CCA Civil Inc.  
Field Office:  
23 Second St.  
Kearny, NJ 07032

4.11 Failure to Perform.

All of the above terms and conditions shall be binding on the City, CCA Civil and all other parties connected with the events and purpose for which this Agreement is entered, including any and all subcontractors retained by CCA Civil or NJDOT for the Pulaski Contract #3 Site. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

4.12 Binding Agreement.

This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto, the contractors or agents of CCA Civil, and their respective successors and assigns.

4.13 No Assignment.

CCA Civil shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

**IN WITNESS WHEREOF**, and in confirmation of their consent to the terms and conditions contained in this Agreement, and intending to be bound hereby, the Licensor and the Licensee have executed this Agreement as of the below referenced date.

AGREED and accepted to this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CCA Civil, Inc.  
Licensee

By: \_\_\_\_\_

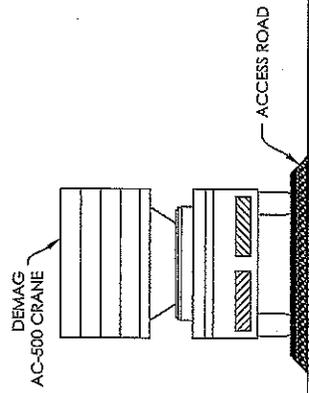
Attest: \_\_\_\_\_

CITY OF JERSEY CITY  
Licensor

By: \_\_\_\_\_  
Robert Kakoleski  
Business Administrator

Attest: \_\_\_\_\_  
Robert Byrne  
City Clerk

STRUCTURE NO:  
D901-150 & 0704-150



SECTION D -

NIDOT APPROVAL  
**DRAFT**  
3.27.2014

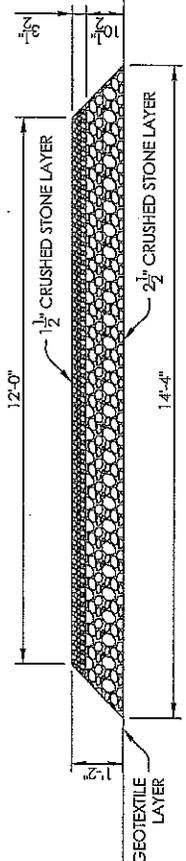
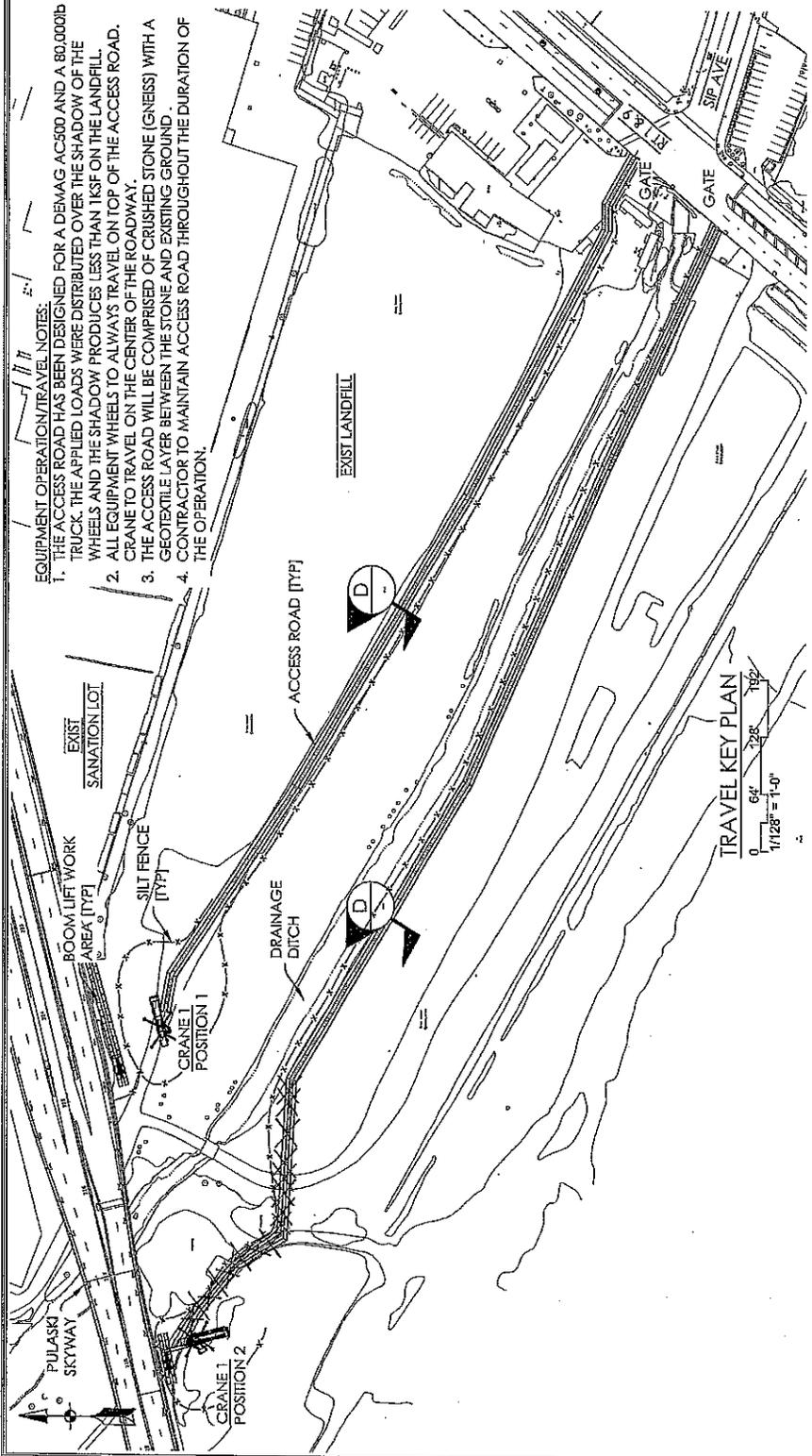
DESIGNER RECOMMENDATION FOR APPROVAL

CONTRACTOR APPROVAL STAMP & SIGNATURE

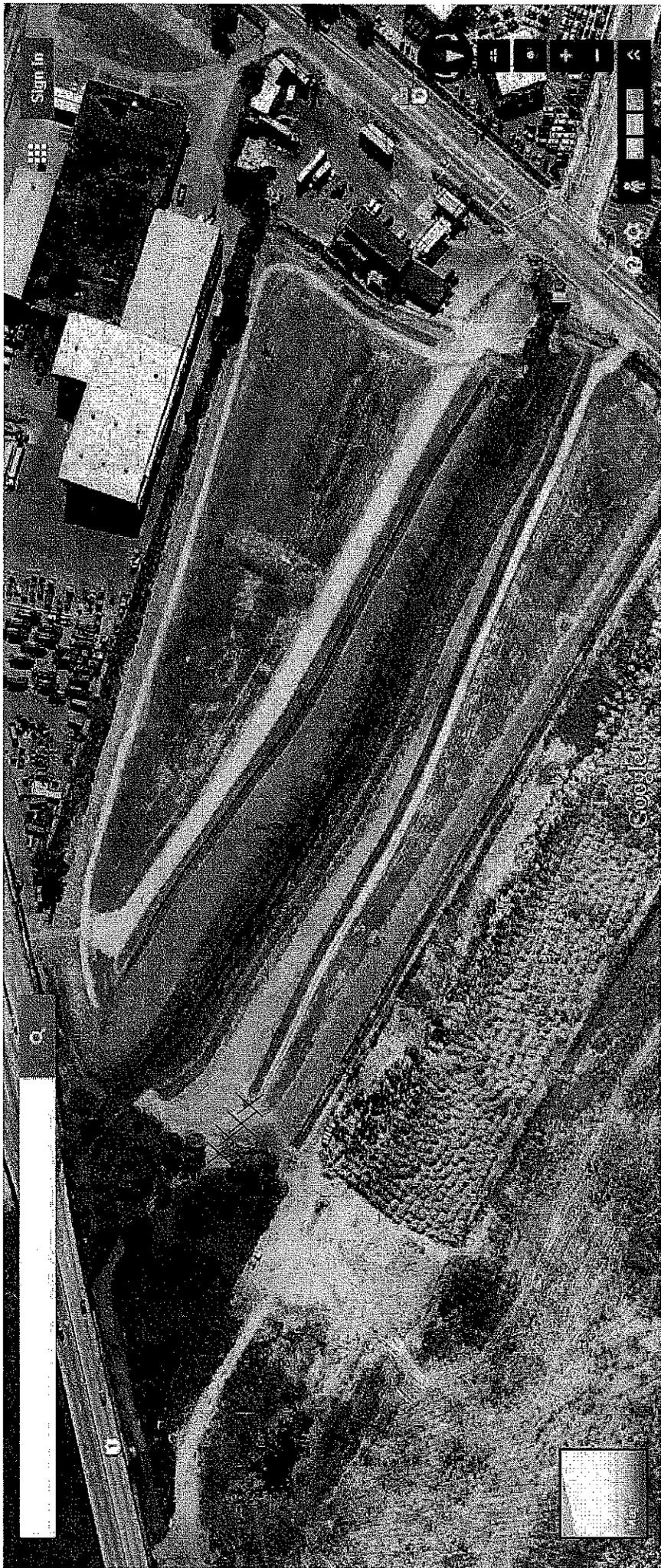
TITLE BLOCK

US ROUTE 1 & 2, 123280  
PULASKI SKYWAY  
HUDSON & ESSER COUNTIES  
TOWN OF KEARNEY, CITY OF JERSEY CITY & NEWARK  
CONTRACTOR: CCA CIVIL INC.  
FABRICATOR:  
SUPERVISOR: R. SHERBY ASSOCIATES, LLC  
GROUND CRANES - ZONE B  
SPANS S6-57 TRAVEL KEY PLAN  
SHEET: 282.6/CPH-1A  
INITIAL DATE:  
FEDERAL PROJECT NO.:

- EQUIPMENT OPERATION/TRAVEL NOTES:
1. THE ACCESS ROAD HAS BEEN DESIGNED FOR A DEMAG AC500 AND A 80,000LB TRUCK. THE APPLIED LOADS WERE DISTRIBUTED OVER THE SHADOW OF THE WHEELS AND THE SHADOW PRODUCES LESS THAN 1KSF ON THE LANDFILL.
  2. ALL EQUIPMENT WHEELS TO ALWAYS TRAVEL ON TOP OF THE ACCESS ROAD. CRANE TO TRAVEL ON THE CENTER OF THE ROADWAY.
  3. THE ACCESS ROAD WILL BE COMPRISED OF CRUSHED STONE (GNEISS) WITH A GEOTEXTILE LAYER BETWEEN THE STONE AND EXISTING GROUND.
  4. CONTRACTOR TO MAINTAIN ACCESS ROAD THROUGHOUT THE DURATION OF THE OPERATION.



REVISION	BY	CHKD	DATE



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.238

Agenda No. 10.5

Approved: APR 09 2014

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH THE JERSEY CITY PARKING AUTHORITY PERMITTING THE CITY TO USE A PORTION OF THE PREMISES LOCATED AT 392-394 CENTRAL AVENUE FOR OFFICE AND PARKING SPACE**

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, Jersey City Parking Authority [JCPA], is the owner of record for the property known as Block 2201, Lot 9, on the official tax map of the City and more commonly known by the street address of 392-394 Central Avenue [Property]; and

**WHEREAS**, the City desires to use approximately 3,040 square feet on the second floor in the rear of the building of the Property and twelve (12) dedicated assigned parking spaces for the following purposes: office space and parking for the City of Jersey City's Division of Purchasing employees; and

**WHEREAS**, the JCPA agrees to permit the City to enter the Property to use the 3,040 square feet of office space and twelve (12) dedicated parking spaces; and

**WHEREAS**, the City shall pay \$4,166.67 per month for the office space; \$780.00 per month for parking; \$975.00 per month for electric and \$125.00 per month for common charges, for a total monthly fee of \$6,046.67 or \$72,560.04 yearly; and

**WHEREAS**, the License term is a period of one (1) year, commencing on April 1, 2014 and terminating on March 31, 2015, or on the dissolution date of the JCPA (whichever occurs first); and

**WHEREAS**, the sum of \$5,000.00 is available in Account #01-201-31-432-304 to pay a part of the first month's fee under the license agreement; and

**WHEREAS**, the balance of the lease funds will be made available in the 2014 permanent budget and in subsequent Calendar Year budgets.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is hereby authorized to execute the license agreement in substantially the form attached, subject to such modifications as the Business Administrator or Corporation Counsel deems appropriate or necessary, permitting the City to use 3,040 square feet of office space and twelve (12) dedicated parking spaces at 392-394 Central Avenue.
2. The monthly fee shall include the 3,040 square feet of office space at \$4,166.67 per month; \$780.00 per month for the twelve dedicated parking spaces; \$975.00 per month for electric and \$125.00 per month for common charges, for a total monthly fee of \$6,046.67 or \$72,560.04 yearly.
3. The term of the license agreement shall be for one (1) year, commencing on April 1, 2014 and terminating on March 31, 2015 or on the dissolution date of the Jersey City Parking Authority (whichever occurs first).

City Clerk File No. Res. 14.238

Agenda No. 10.S **APR 09 2014**

TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH THE JERSEY CITY PARKING AUTHORITY PERMITTING THE CITY TO USE A PORTION OF THE PREMISES LOCATED AT 392-394 CENTRAL AVENUE FOR OFFICE AND PARKING SPACE**

- 4. Funds in the amount of \$5,000.00 are available in Account #01-201-31-432-304 to pay a portion of the first month's fee. The balance of the lease funds will be made available in the 2014 permanent budget and in subsequent Calendar Year budgets.

I Donna Mauer Donna Mauer, Chief Financial Officer certify that there are sufficient funds available for the payment of the above ordinance in Account #01-201-31-432-304. **PO # 113089**

Donna Mauer  
Donna Mauer, Chief Financial Officer

APPROVED: \_\_\_\_\_

[Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

APPROVED: \_\_\_\_\_

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

## LICENSE AGREEMENT

This **AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the **JERSEY CITY PARKING AUTHORITY**, with offices at 392-394 Central Avenue, Jersey City, New Jersey 07307 [JCPA or Licensor] and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, [City or Licensee].

**WITNESSETH** that:

1. The Licensor is the owner of certain property known as Block 2201, Lot 9, on the official tax map of the City and more commonly known by the street address of 392-394 Central Avenue, Jersey City [Property].

2. Licensor agrees to permit the City to enter the Property for use of 3,040 square feet of office space on the second floor rear at the Property and twelve (12) dedicated assigned parking spots.

3. The term shall commence on April 1, 2014 and terminate on March 31, 2015 or on the dissolution date of the Jersey City Parking Authority (whichever occurs first).

4. The City shall have the sole and exclusive right to use and occupy the Property during the license term. The Premises shall be used for administrative offices and ancillary administrative uses for the City of Jersey City's Division of Purchasing and other related activities.

5. The City agrees to pay the fee of \$4,166.67 per month for the office space; \$780.00 per month for parking; \$975.00 per month for electric and \$125.00 per month for common charges, for a total monthly fee of \$6,046.67 or \$72,560.04 yearly.

6. The License shall terminate effective March 31, 2015, or on the dissolution date of the Jersey City Parking Authority (whichever occurs first). The City shall have the right at its convenience to terminate the License at any time during its term by giving thirty (30) days written notice prior to the effective date of termination.

7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the City's use of the Property, shall be reported immediately to the representative of the Licensor as stated in paragraph 8.

8. All Notices and payments between the parties hereto shall be addressed and delivered to the following:

**Owner:** Jersey City Parking Authority  
392-394 Central Avenue  
Jersey City, NJ 07307

**City:** City of Jersey City  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

9. The Licensee shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons than herein stipulated in this Agreement.

10. All of the above terms and conditions shall be binding on the City and the Licensor. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for the termination and cancellation of the Agreement upon 30 days prior written notice. In addition, the City reserves the right to terminate this agreement at any time at will, that is for any or no reason whatsoever.

11. This License contains the entire Contract between the parties. No representative, agent or employee of the Parking Authority has been authorized to make any representations or promises with reference to the within or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewal or extensions hereof, shall be binding unless reduced to writing and signed by the Parking Authority and the City.

12. The License may not be filed by the City without the prior written consent of the Parking Authority. The terms, conditions, covenants and provisions of the License shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
City Clerk

\_\_\_\_\_  
**ROBERT J. KAKOLESKI**  
Business Administrator

**WITNESS:**

**JERSEY CITY PARKING AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.239

Agenda No. 10.T

Approved: APR 09 2014

TITLE:



**A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT  
LOANING THE STATUE OF PETER STUYVESANT TO HUDSON COUNTY AND  
HUDSON COUNTY COMMUNITY COLLEGE FOR TEMPORARY DISPLAY DURING  
THE STATE'S 350<sup>TH</sup> ANNIVERSARY YEAR**

**COUNCIL**

offered and moved adoption of the following Resolution:

**WHEREAS**, in 1910, to commemorate the 250<sup>th</sup> anniversary of the State's first settlement, the State legislature passed enabling legislation and authorized funding for the construction of the Old Town of Bergen Monument to commemorate the founding of the first permanent settlement in New Jersey, the Town of Bergen; and

**WHEREAS**, the Monument was dedicated on October 18<sup>th</sup> 1913 at the northeast corner of Bergen and Academy Streets, in front of P.S. 11 School, which is also the site of the first church, school and civic government in New Jersey; and

**WHEREAS**, the Monument featured a nine-foot statue of the colony's governor, Peter Stuyvesant sculpted by J. Massey Rind; and

**WHEREAS**, the statue depicts Stuyvesant holding the Town's charter of incorporation in his left hand; and

**WHEREAS**, the statue stood atop a granite base which was inscribed with the history of how the colony which would eventually become New Jersey was formed, who its principal leaders were, and that on site behind the Monument stood the first church, school and civic government in New Jersey; and

**WHEREAS**, the granite wings of the Monument's granite base were removed in 1966 following the fire and collapse of P.S. 11, though the Monument remained in front of the new P.S. 11 (renamed Dr. Martin Luther King, Jr. School) where it remained until February 5, 2010; and

**WHEREAS**, on that date, the statue of Peter Stuyvesant was removed from the Monument's central pedestal and the pedestal was demolished pursuant to an agreement between the Jersey City Board of Education and Hudson County Community College; and

**WHEREAS**, the removal of the statue and destruction of the pedestal was widely condemned by the public and the prior administration demanded the statue's return; and

**WHEREAS**, the Jersey City Landmarks Conservancy, a non-profit organization formed to preserve, protect and promote the architectural and cultural heritage of Jersey City, took possession of the statue and restored it as a gift to the City, with the intention that granite base and pedestal of the Old Town of Bergen Monument be rebuilt in Bergen Square so that the statue could be placed atop it once again; and

**WHEREAS**, the granite base and pedestal of the Old Town of Bergen Monument has not yet been rebuilt and the statue is currently in storage in the City's Department of Public Works facility; and

**WHEREAS**, 2014 marks the State of New Jersey's 350<sup>th</sup> anniversary; and

**WHEREAS**, it is in the best interest of the City that the statue of Peter Stuyvesant be on public display to commemorate the State of New Jersey's 350<sup>th</sup> anniversary; and

**WHEREAS**, Hudson County Community College has a granite pedestal located in Hudson County Community College park property at the intersection of Sip and Newkirk Streets suitable to accommodate the statue of Peter Stuyvesant; and

**WHEREAS**, the City of Jersey City is desirous of loaning the statue of Peter Stuyvesant to Hudson County and Hudson County Community College for the State of New Jersey's 350<sup>th</sup> anniversary year, and wishes that it be displayed at the site identified by Hudson County Community College during the 350<sup>th</sup> anniversary year pursuant to the attached license agreement; and

**WHEREAS**, the City will apply for the grant monies necessary to rebuild the original granite base and pedestal of the Old Town of Bergen Monument while the statue of Peter Stuyvesant is on display on Hudson County Community College property.

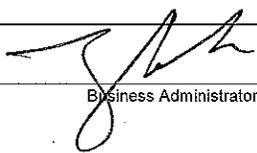
TITLE:

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT LOANING THE STATUE OF PETER STUYVESANT TO HUDSON COUNTY AND HUDSON COUNTY COMMUNITY COLLEGE FOR TEMPORARY DISPLAY DURING THE STATE'S 350<sup>TH</sup> ANNIVERSARY YEAR**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

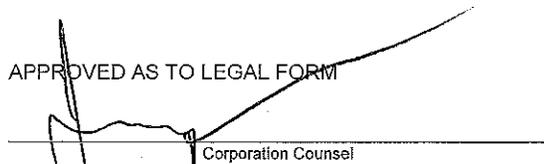
1. The City of Jersey City hereby loans the statue of Peter Stuyvesant for the above stated public purposes for one year, pursuant to the attached license agreement, commencing on the approval date of this resolution and expiring on or before April 9, 2015; and
2. Subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement substantially in the form attached hereto.

APPROVED: \_\_\_\_\_



Business Administrator

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

APPROVED **8-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

## LICENSE AGREEMENT

This **AGREEMENT** is made this 10<sup>th</sup> day of April, 2014, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, [City or Licensor], the **COUNTY OF HUDSON**, an instrumentality of the State of New Jersey [hereinafter the County] with offices at 595 Newark Avenue, Jersey City, NJ 07306, [County Licensee] and **HUDSON COUNTY COMMUNITY COLLEGE**, [hereinafter the College] a non-profit educational institution of the State of New Jersey with offices at 70 Sip Avenue, Jersey City, NJ 07306, [College Licensee]

**WITNESSETH** that:

1. The City is the owner of certain personal property known as the Peter Stuyvesant Statue, a 9.5 foot high, bronze cast statue, connected on a bronze plinth, [the Statue] which is to be delivered to Block 12104, Lot 1, a property owned by the College Licensee [the Property].
2. The Licensees desire to display the Statue on behalf of the City, in accordance with the provisions of this Agreement before the Statue is returned to its original location at the northeast corner of Academy Street and Bergen Avenue.
3. This License shall commence on the above date and shall expire no later than twelve (12) months thereafter or April 10<sup>th</sup>, 2015, at which point the Licensees agree to relinquish custody of the Statue back to the City.
4. The City agrees to permit the Licensees or their duly designated agents, servants, employees, contractors or invitees, to temporally display the Statue for the purposes set forth above and for no other purpose whatsoever.
5. No improvements or alterations of any kind shall be permitted on the Statue.

6. The Licensees shall pay the City no consideration for this License, however, and the City shall assume all costs associated with the transportation to the College Licensee's property, the setting of the Statue at the College Licensee's property, and removal of the Statue from its temporary location at the College Licensee's property. The City shall also hire a qualified consultant to oversee the transportation, setting and removal of the Statue.

7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with Licensees' use of the Statue, shall be reported immediately to the City of Jersey City, Jersey City Law Department, Jersey City Office of Risk Management, the Jersey City Office of Real Estate and the Jersey City Engineer, as authorized representatives of the City together with all information required by the City on prescribed forms to be provided by the City.

8. The Licensees shall accept sole responsibility for any and all security, if necessary, while the Statue is displayed, at no cost to the City.

9. The County Licensee shall provide in writing to the City the names of two (2) authorized representatives of the County who shall be responsible for adherence to the terms and conditions of the License before, during and after the effective date of this License. The College Licensee shall provide in writing to the City the names of two (2) authorized representatives of the College who shall be responsible for adherence to the terms and conditions of the License before, during and after the effective date of this License. No other persons are to speak or act for the Licensees.

10. All Notices between the parties hereto shall be addressed and delivered to the following:

City: City of Jersey City  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

with a copy to the City's Law Department

County Licensee: County of Hudson  
595 Newark Avenue,  
Jersey City, NJ 07306

College Licensee: Hudson County Community College  
70 Sip Avenue  
Jersey City, NJ 07306

11. The City reserves unto itself for any and all purposes, all rights of entry and possession, including, but not limited to, the inspection, repair and maintenance of the Statue.

12. The parties intend only to create a temporary license and not to convey a lease, easement or any other interest or estate in or running with the land. It is specifically agreed and understood that the Licensees will not acquire any prescriptive interest or rights whatsoever to the Statue under this License.

13. The Licensees shall not assign this Agreement, or any part thereof, or use the Statue for any other reason or reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.

14. The City reserves the right to terminate the agreement at will upon ten (10) days prior written notice to the Licensees.

15. All of the above terms and conditions shall be binding on the City and the Licensees for which the Statue is herein licensed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date written above.

**ATTEST:**

**CITY OF JERSEY CITY**

---

Robert Byrne  
City Clerk

---

Robert J. Kakoleski  
Business Administrator

**WITNESS:**

**HUDSON COUNTY COMMUNITY  
COLLEGE**

---

Glen Gabert, Ph.d.  
President

**WITNESS:**

**HUDSON COUNTY**

---

Thomas A. DeGise  
County Executive

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.240

Agenda No. 10.U

Approved: APR 09 2014

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE**

**COUNCIL AS A WHOLE**, offered and moved adoption of the following Resolution:

**WHEREAS**, the City of Jersey City, through the Department of Health and Human Services will conduct Health/Wellness Workshops at The Gallo Center in Lincoln Park and

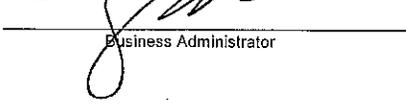
**WHEREAS**, the Gallo Center requires an indemnification and letter of insurance from the City; and

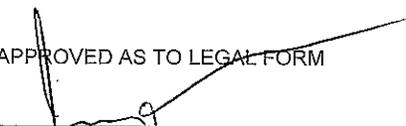
**WHEREAS**, the agreement will specify the City's responsibilities in reference to the facilities including the indemnification and hold harmless clause in which the Gallo Center cannot be held liable for injuries received by participants at these events or property damage to the facility itself

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute the agreement hereto indemnifying the Gallo Center for the use of their facility by the Department of Health and Human Services for Health/Wellness Workshops for the 2014 calendar year.

**BE IT FURTHER RESOLVED**, that the Risk Manager is authorized to issue a letter of insurance to the Gallo Center in reference to these events.

**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator is authorized to execute such other documents that maybe necessary to effectuate the purpose of the Resolution.

APPROVED:   
 APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel  
 Certification Required   
 Not Required

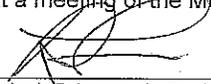
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE

**Initiator**

Department/Division	Health & Human Services	Health Division
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6800	sflanagan@jcnj.org

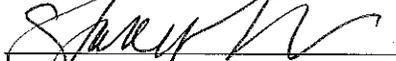
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The City of Jersey City through the Department of Health & Human Services will conduct Health/Wellness Workshops at the Gallo Center in Lincoln Park and the Gallo Center requires an indemnification letter of insurance from the city. The term is ~~March 1, 2014~~ - December 31, 2014.

*April 10, 2014 -*

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

\_\_\_\_\_  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.241  
 Agenda No. 10.V  
 Approved: APR 09 2014



TITLE:

RESOLUTION AUTHORIZING THE CITY TO ENTER AN AGREEMENT OF INDEMNIFICATION AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City is co-sponsoring Mayor Steven M. Fulop Tapestry of Nations Egyptian Festival to take place at Journal Square Path Plaza, to offer entertainment, refreshments, information and children's games for the purpose of cultural awareness and celebration of pride to residents of Jersey City.

WHEREAS, Ethnic vendors and performers are the source of entertainment for the event.

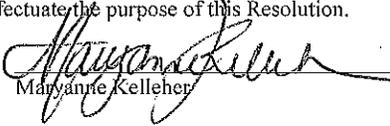
WHEREAS, City of Jersey City will host the event on Saturday, June 21, 2014 from 4:00pm-10:00PM with a set up time at 7:00AM The event is to celebrate the diverse culture within our community of Jersey City and

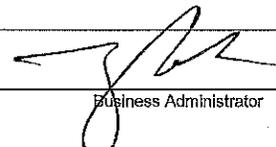
WHEREAS, the Port Authority of NY and NJ requires, indemnification and letter of insurance from the City; and

WHEREAS, the agreement will specify the City's responsibilities to the owners of the facilities, including an indemnification and hold harmless clause in which the owner cannot be held liable for injuries received by participants in this program or for damage to the facility, so

THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that,

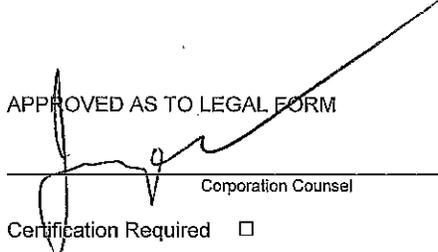
1. The Mayor or Business Administrator is authorized to execute an agreement hereto indemnifying Path Plaza for the use of their facility by the Division of Cultural Affairs for the display and demonstrations of brotherhood and sisterhood on June 21, 2014
2. The risk Manager is authorized to issue a Letter of Insurance to Path Plaza to cover this activity.
3. The Mayor or Business Administrator is authorized to execute such other documents that maybe necessary to effectuate the purpose of this Resolution.

APPROVED:  Director, Cultural Affairs  
 Maryanne Kelleher

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM

  
 Corporation Counsel

Certification Required

Not Required

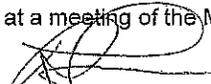
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Mayor Steven Fulop Tapestry of Nations Egyptian Festival. This is part of our Multicultural Ethnic Festival Series.

**Initiator**

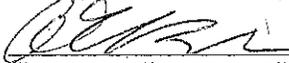
Department/Division	Resident Response Center	Cultural Affairs
Name/Title	Alex Perez	Event Planner
Phone/email	201-547-6570	alex@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Resolution Authorizing The City To Enter An Agreement of Indemnification and Authorizing The Risk Manager To Issue a Letter of Insurance to Path Plaza to cover this activity.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/27/14  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14:242

Agenda No. 10.W

Approved: APR 09 2014

TITLE:



RESOLUTION AUTHORIZING THE CITY TO ENTER AN AGREEMENT OF INDEMNIFICATION AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City is sponsoring the Jersey City Resident Response Center/Office of Veterans Affairs resource fair to take place at Hank Gallo Community Center, to offer refreshments and information for the purpose of helping veterans get the services they need and to give them information on possible opportunities and services.

WHEREAS, Our veterans, having honorably served their Country, have varied needs that a resource fair, offering one stop for information and services that are available to them, will honor their service by giving back to them.

WHEREAS, City of Jersey City will host the resource fair on Saturday, May 17, 2014 from 10:00AM-2:00PM with a set up time at 9:00AM. The event is to inform and help veterans within our community of Jersey City and

WHEREAS, the County of Hudson County requires, indemnification and letter of insurance from the City; and

WHEREAS, the agreement will specify the City's responsibilities to the owners of the facilities, including an indemnification and hold harmless clause in which the owner cannot be held liable for injuries received by participants in this program or for damage to the facility, so

THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that,

1. The Mayor or Business Administrator is authorized to execute an agreement hereto indemnifying Hudson County for the use of their facility by the Resident Response Center for providing a resource fair for veterans on May 17, 2014
2. The risk Manager is authorized to issue a Letter of Insurance to Hudson County to cover this activity.
3. The Mayor or Business Administrator is authorized to execute such other documents that maybe necessary to effectuate the purpose of this Resolution.

APPROVED: [Signature] Director, Resident Response Center  
Althea Bernheim

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Veterans Resource Fair (5/17/14) at the Hank Gallo Community Center, certificate of liability.

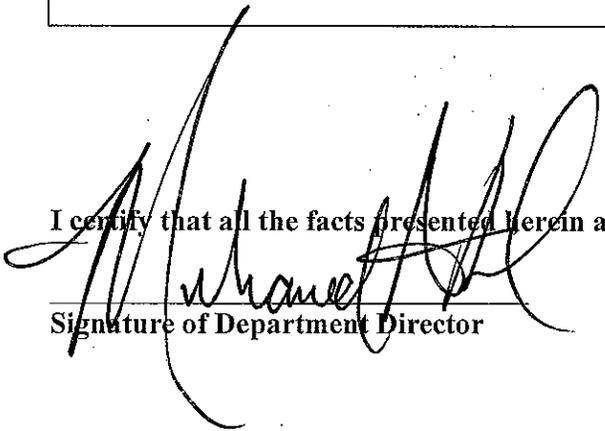
**Initiator**

Department/Division	Mayor/RRC	
Name/Title	Althea Bernheim	
Phone/email	201-547-5436/ abernheim@jenj.org	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

This resolution will allow the City to host a Veterans Resource Fair at the Hudson County's Hank Gallo Community Center, Lincoln Park, Jersey City. The County requires a Two Million Dollar Liability Insurance Certificate naming the County of Hudson as additionally insured for the day of your event.



I certify that all the facts presented herein are accurate.

Signature of Department Director

3/1/14  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.243

Agenda No. 10.X

Approved: APR 09 2014

TITLE:



**RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR FUNDING UNDER THE 2014 COMMUNITY SERVICES BLOCK GRANT (CSBG) SPECIAL INITIATIVES**

COUNCIL \_\_\_\_\_ offered and moved adoption of the following resolution:

**WHEREAS**, the New Jersey Department of Community Affairs (DCA) has been designated as the State agency to administer and supervise the federal Community Services Block Grant; and

**WHEREAS**, the Department of Community Affairs intends to award the City of Jersey City \$310,000 in Community Services Block Grant Special Initiatives funds for the Second Chance Maintenance Program; and

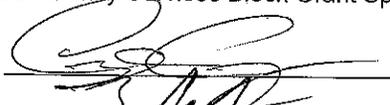
**WHEREAS**, the Second Chance Maintenance Program will operate from the period of March 1, ~~2014~~ through September 30, 2014; and

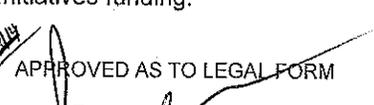
**WHEREAS**, the City of Jersey City's application details that the Jersey City Second Chance Maintenance program will employ thirty (30) formerly incarcerated persons to clean sidewalks, wipe the exterior of trash cans, hydrants, light poles and mailboxes, collect stray trash, clean weeds, rake leaves and clean/remove stickers on Jersey City way finding signs; and

**WHEREAS**, the City of Jersey City has complied with all program requirements and will continue to administer the Community Services Block Grant Program in compliance with such requirements; and

**WHEREAS**, the Division of Community Development recommends the acceptance and execution of this agreement as being in the best interest of the City of Jersey City.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the Mayor and/or Business Administrator is hereby authorized to accept a grant agreement with the New Jersey Department of Community Affairs for the Community Services Block Grant Special Initiatives funding.

APPROVED:   
 APPROVED: \_\_\_\_\_  
 Business Administrator

 APPROVED AS TO LEGAL FORM  
 Corporation Council  
 Certification Required   
 Not Required

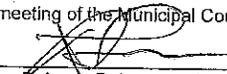
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4.9.14							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr, President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR FUNDING UNDER THE 2014 COMMUNITY SERVICES BLOCK GRANT (CSBG) SPECIAL INITIATIVES

**Project Manager**

Department/Division	HEDC	Division of Community Development
Name/Title	Erin Ross	Senior Program Analyst
Phone/email	201-547-4550	RossE@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Jersey City Second Chance Maintenance Program will employ thirty (30) formerly incarcerated persons to clean sidewalks, wipe the exterior of trash cans, hydrants, light poles and mailboxes, collect stray trash, clean weeds, rake leaves and clean/remove stickers on Jersey City ay finding signs. During the winter season, employees will remove snow and ice from crosswalks, City-owned abandoned properties, sidewalks and on top of catch basins.

**Cost (Identify all sources and amounts)**

Community Service Block Grant Special Initiatives – \$310,000.00

**Contract term (include all proposed renewals)**

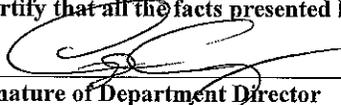
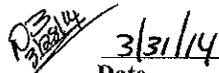
Contract term – March 1, 2014 through September 30, 2014

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

 Signature of Department Director  Date

## Robert Kakoleski

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**From:** Erin Ross  
**Sent:** Wednesday, April 02, 2014 11:42 AM  
**To:** Robert Kakoleski  
**Subject:** FW: FY13 Discretionary Grant

Hi Bob,

Below is the notification that we received from DCA regarding our Discretionary grant. This is what we have used in the past. I am also sending an email to our DCA representative to see if she can forward an official letter that can be attached to the resolution as well.

Please let me know if you will need some additional information.

Thanks,  
Erin

Erin Ross  
Senior Program Analyst

City of Jersey City  
Division of Community Development  
30 Montgomery Street, Room 404  
Jersey City, New Jersey 07302

201.547.4550 phone  
201.547.5104 fax

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**From:** Underwood, Jennifer [<mailto:Jennifer.Underwood@dca.state.nj.us>]  
**Sent:** Tuesday, March 25, 2014 2:26 PM  
**To:** Erin Ross  
**Subject:** FY13 Discretionary Grant

Hi Erin

I just wanted to let you know your application for the FY13 Discretionary monies has been approved. Jersey City will receive \$310,000 for the Jersey City Incinerator Authority, Second Chance Maintenance Program.

We are in the process of creating the grant contract. In order to move forward, as you know we will need a resolution.

If you have any questions please let me know  
Thanks  
Jen

Jennifer Underood  
CSBG  
Department of Community Affairs  
Division of Housing and Community Resources  
101 South Broad Street 5<sup>th</sup> Floor  
PO Box 811  
Trenton NJ 08625-0811  
Phone: (609) 292-5855

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.244

Agenda No. 10.Y

Approved: APR 09 2014



**TITLE: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014**

COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, the New Jersey Department of Community Affairs (DCA) has awarded the City of Jersey City, an initial grant in the amount of \$304,519.00, under the Community Services Block Grant No. 2013-05235-0304-00; and

**WHEREAS**, the New Jersey Department of Community Affairs awarded the funds to the City in two (2) separate allocations: Initial allocation \$304,519.00 and second allocation \$572,815.00 for a total grant award of \$877,344.00; and

**WHEREAS**, the City is prepared to enter into program contracts for the initial allocation for activities proposed in the City's CSBG application; and

**WHEREAS**, contracts will be increased to reflect the full allocation upon increasing the City's budget to reflect the full allocation of \$877,344.00; and

**WHEREAS**, the operation of the activities proposed in the City of Jersey City's application requires that we subcontract with the agencies listed on the attached page; and

**WHEREAS**, the City of Jersey City has solicited competitive proposals for the provision of these services; and

**WHEREAS**, the Department of Community Affairs has approved services proposed by the subgrantees listed on the attached page; and

**WHEREAS**, this grant will be effective for the period of October 1, 2013 through September 30, 2014.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is hereby authorized to enter into contracts under the Community Services Block Grant Program and to execute amendments and modifications to agreements during the year.

**BE IT FURTHER RESOLVED** that upon increasing the City' budget to reflect the full allocation of \$877,344.00, the Mayor or Business Administrator, through its Division of Community Development, may increase contracts to reflect the full funding identified on the following page.

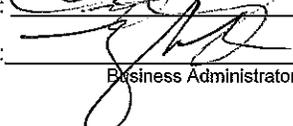
**TITLE: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014**

AGENCY	INITIAL	SECOND	FUNDING LEVEL	P.O. NUMBER	OBJECT CODE
Administration	41,300.00	83,980.00	125,280.00	N/A	101
Boys & Girls Club of Hudson County	6,125.00	11,375.00	17,500.00	113236	906
Educational Arts Team	20,475.00	38,025.00	58,500.00	113237	978
Garden State Episcopal Community Development Corporation	11,637.00	21,613.00	33,250.00	113238	986
Grace Van Vorst Community Services (Breakfast Plus)	5,670.00	10,530.00	16,200.00	113239	816
Hogar Crea	3,500.00	6,500.00	10,000.00	113240	815
Hudson Community Enterprises	7,000.00	13,000.00	20,000.00	113241	961
Jersey City Dept. of Health & Human Services	50,400.00	93,600.00	144,000.00	113242	905
Jersey City Employment & Training Commission	52,063.00	81,687.00	133,750.00	113243	513
JC Public Library (Literacy Program)	18,287.00	33,963.00	52,250.00	113244	604
Lef's Celebrate, Inc.	21,019.00	39,035.00	60,054.00	113245	979
Medical and Social Services for the Homeless (MASSH)	1,750.00	3,250.00	5,000.00	113246	545
New City Kids	15,750.00	29,250.00	45,000.00	113247	506
Puertorriquenos Asociados from Community Organization (P.A.C.O.)	7,000.00	28,000.00	35,000.00	113248	980
Salvation Army Jersey City Corps Community Center (Basic Needs)	7,350.00	13,650.00	21,000.00	113250	908
Salvation Army Jersey City Corps Community Center (After School Center)	17,203.00	31,947.00	49,150.00	113249	981
The Sharing Place	3,990.00	7,410.00	11,400.00	113251	606
Suits for Success, Inc.	7,000.00	13,000.00	20,000.00	113252	512
WomenRising, Inc. (Strong Foundations Program)	7,000.00	13,000.00	20,000.00	113253	924
<b>TOTAL</b>	<b>304,519.00</b>	<b>572,815.00</b>	<b>877,334.00</b>		

I hereby certify that funds in the amount of \$304,519.00 are available in Account No. 02-213-40-402 for this initial allocation.

Donna Mauer, Chief Financial Officer

APPROVED: 

APPROVED:  Business Administrator



APPROVED AS TO LEGAL FORM

Corporation Council

Certification Required

Not Required

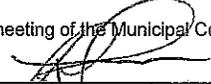
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 \_\_\_\_\_  
 Rolando R. Lavarro, Jr, President of Council

  
 \_\_\_\_\_  
 Robert Byrne, City Clerk

244

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution of the Municipal Council of the City of Jersey City Authorizing Program Contracts under the Community Services Block Grant for Program Year October 1, 2013 Through September 30, 2014

**Project Manager**

Department/Division	Housing, Economic Development & Commerce (HEDC)	Division of Community Development
Name/Title	Erin Ross	Senior Program Analyst
Phone/email	201-547-4550	rosse@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The Community Services Block Grant (CSBG) is an anti-poverty grant that provides funding to various social service agencies. Services range from educational programs to youth to Meals on Wheels program for senior citizens.

**Cost (Identify all sources and amounts)**

Grant Funds - \$304,519.00 (initial allocation).  
Total Allocation - \$877,334.00

**Contract term (include all proposed renewals)**

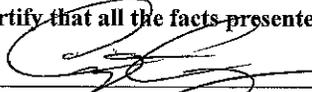
Grant Term is from October 1, 2013 – September 30, 2014

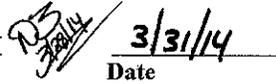
Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date 3/31/14

244

**Department of Housing, Economic Development & Commerce  
Division of Community Development**



**Inter-Office Memorandum**

**DATE:** April 9, 2014  
**TO:** Council President Lavarro, Jr. and Members of the Municipal Council  
**FROM:** Darice Toon, Director – Division of Community Development  
**SUBJECT:** FY2013-2014 Community Services Block Grant (CSBG) Recommendations

The New Jersey Department of Community Affairs (DCA) has awarded the City of Jersey City \$877,344.00 in FY14 Community Services Block Grant (CSBG) funding. A resolution authorizing program contracts for the FY14 CSBG program was initially discussed during the Caucus meeting on Monday, April 7, 2014.

After further discussions with the Mayor's Office, it has been determined that recommendations should be modified to reprogram \$15,000.00 from Jersey City Employment & Training Commission to Puerторriquenos Asociados for Community Organization (P.A.C.O.).

The following chart describes the proposed changes:

AGENCY	ORIGINAL RECOMMENDATION	CHANGES	REVISED RECOMMENDATION
Jersey City Employment & Training Commission	\$148,750.00	(\$15,000.00)	\$133,750.00
Puerторriquenos Asociados for Community Organization (P.A.C.O.)	\$20,000.00	\$15,000.00	\$35,000.00

Thank you.

cc: Muhammad Akil, Chief of Staff  
Vivian Brady-Phillips, Deputy Mayor  
Robert J. Kakoleski, Business Administrator  
Anthony Cruz, Director – HEDC  
Erin Ross, Senior Program Analyst – DCD  
File

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.245

Agenda No. 10.Z

Approved: APR 09 2014

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING THE RE-ALLOCATION OF HOME INVESTMENT PARTNERSHIPS  
PROGRAM (HOME) FUNDS TO THE GARDEN STATE EPISCOPAL COMMUNITY  
DEVELOPMENT CORPORATION (GSECDC) FOR THE NEIGHBORHOOD  
RECOVERY PROGRAM (NRP)**

---

COUNCIL offered and moved adoption  
of the following resolution:

**WHEREAS**, on March 14, 2012 the Municipal Council adopted Resolution No. 12-154 amending the 2009-2014 Consolidated Plan and multiple Annual Action Plans to re-program CDBG and HOME funds; and

**WHEREAS**, the Garden State Episcopal Community Development Corporation (GSECDC) received \$318,785 in re-programmed HOME Investment Partnerships Program (HOME) funds for a Neighborhood Recovery Program (NRP); and

**WHEREAS**, on June 27, 2012 the Municipal Council adopted Resolution No. 12-490 authorizing program contracts under various U.S. Department of Housing and Urban Development (HUD) grants; and

**WHEREAS**, the Garden State Episcopal Community Development Corporation (GSECDC) was awarded HOME Investment Partnerships Program (HOME) funds in the amount of \$585,349 for a Neighborhood Recovery Program (NRP) that involves acquiring, rehabilitating and selling properties in foreclosure and as a result of this effort has helped to reduce the number of foreclosed properties in Jersey City; and

**WHEREAS**, the sale of four (4) properties that were part of this initiative has generated program income in the amount of \$513,852; and

**WHEREAS**, the Neighborhood Recovery Program (NRP) is structured to allow for the Garden State Episcopal Community Development Corporation (GSECDC) to use the program income to acquire three (3) additional properties that will be rehabilitated and sold to moderate income households; and

**WHEREAS**, Garden State Episcopal CDC (GSECDC) is prepared to move forward with Phase II of this initiative which requires the re-allocation of \$513,852 in HOME Investment Partnerships Program (HOME) funds.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor or Business Administrator is hereby authorized to re-allocate HOME Investment Partnerships Program (HOME) funds in the amount of \$513,852 to the Garden State Episcopal Community Development Corporation (GSECDC) for the Neighborhood Recovery Program (NRP) Phase II.

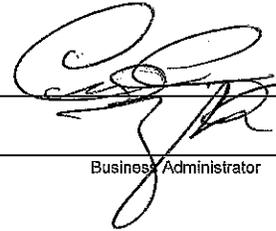
**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE RE-ALLOCATION OF HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS TO THE GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION (GSECDC) FOR THE NEIGHBORHOOD RECOVERY PROGRAM (NRP)**

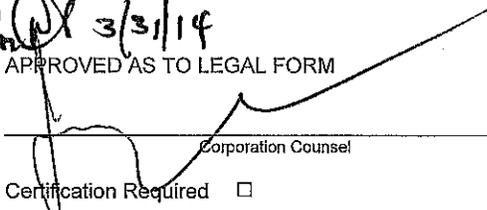
**BE IT FURTHER RESOLVED**, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$513,852 are available in Account No. 36-200-56-904-616. (P.O. # 113166 )

*Donna Mauer*

Donna Mauer  
Chief Financial Officer

APPROVED:   
Business Administrator

*Robert Byrne* 3/31/14  
APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Roland R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE RE-ALLOCATION OF HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS TO THE GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION (GSECDC) FOR THE NEIGHBORHOOD RECOVERY PROGRAM (NRP)**

**Project Manager**

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	DARICE TOON	DIRECTOR
Phone/email	x5304	Darice@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The Neighborhood Recovery Program (NRP) is structured to allow for the Garden State Episcopal Community Development Corporation (GSECDC) to use the program income to acquire three (3) additional properties that will be rehabilitated and sold to moderate income households.

**Cost (Identify all sources and amounts)**

HOME funds: \$513,852

**Contract term (include all proposed renewals)**

One (1) year

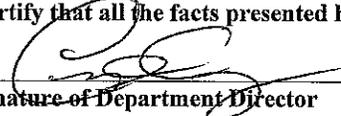
Type of award

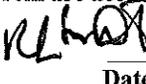
If "Other Exception", enter type

**Additional Information**

The sale of four (4) properties that were part of this initiative has generated program income in the amount of \$513,852.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

 3/31/14  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.246

Agenda No. 10.Z.1

Approved: APR 09 2014

TITLE:



**RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND  
COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM THE NJ TRANSIT THE WAY  
TO GO FY 13 5310 GRANT PROGRAM**

**COUNCIL**  
following resolution.

Offered and moved adoption of the

**WHEREAS** the Federal Transit Administration is offering funds under the NJ Transit The Way To Go FY 2013 5310 Grant Program to provide the highest level of service possible to seniors in the State of New Jersey by providing transportation vehicles, mobile management, and operating projects; and

**WHEREAS**, the Jersey City's Recreation Department continually strives provide quality services for Jersey City seniors by providing transportations to doctors appointments, shopping excursions, entertainment events, park outings, etc; and

**WHEREAS**, the Jersey City Centralized Grants and Community Partnership Office desires to submit an application to NJ Transit on behalf of the Jersey City Recreation Department for the FY 13 5310 Grant Program to acquire three (3) vehicles and defray some of the departments operating expenses.

**WHEREAS**, the Federal Transit Administration requires a 20% match for vehicles that is provided by NJ Transit, and 50% match for Operating cost that would be absorbed by the City; and

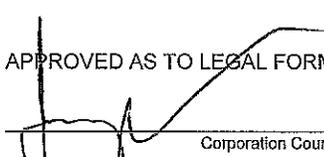
**WHEREAS**, the 50% matching cost is already being absorbed by the City as we are paying two (2) full time Bus Drivers and two (2) Administrative Staff Members 100% totaling \$184,092.00; and

**WHEREAS**, The Jersey Recreation Department will utilize this grant award to increase the amount of buses available to transport seniors and to partially cover the cost for bus driver/administrative staff salaries and fringe benefits.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- The City of Jersey City authorizes the submission of the grant to acquire buses and funding in support of the Jersey City's Recreation Departments Transportation Program

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

Certification Required   
Not Required

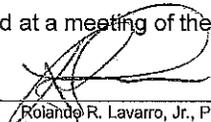
APPROVED 9-0

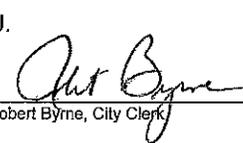
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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**Full Title of Ordinance/Resolution**

**RESOLUTIONS AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION, NJ TRANSIT THE WAY TO GO FY 2013 5310 GRANT PROGRAM**

**Project Manager**

Department/Division	Jersey City Recreation Department	
Name/Title	Director Ryan Strother	
Phone/email	201-547-5269	RStrother@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

1. This Grant Award will be used by the Jersey City Recreation Department to acquire three (3) buses to provide transportation to seniors.
2. Defray operating expenses in the form of a 50% match for the cost that the City is already paying for bus drivers, and program administrative cost associated with the Senior Program.

**Cost (Identify all sources and amounts)**

184,092.00 for 2 FT Bus Drivers, and 2 Administrative Staff Members

**Contract term (include all proposed renewals)**

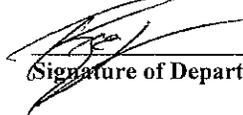
One Year Grant  
Start Date to be determined by funding agency

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/19/14  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.247

Agenda No. 10.Z.2

Approved: APR 09 2014

TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE PUBLIC SAFETY (POLICE) AVAYA PHONE SYSTEM WITHOUT PUBLIC BIDDING**



## **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWIN RESOLUTION:**

**WHEREAS**, there exists a need to Support and Maintain the Avaya Phone System for the Department of Police; and

**WHEREAS**, Viper Communications, 211-K Gates Road Little Ferry, NJ 07643 will provide this service; and

**WHEREAS**, Viper Communications., has agreed to provide this service for \$26,106.00 per year; and

**WHEREAS**, Viper Communications has specific knowledge of the Department of Police Avaya Phone System having worked on this system in the past lending it the ability to rapidly diagnose and correct deficiencies; and

**WHEREAS**, Viper Communications. has agreed to and has the specific ability to support the Department of Police Avaya Phone System with regard to its integration with the Intrado/Positron Viper E-9-1-1 system and the detailed requirements of said integration; and

**WHEREAS**, funds in the amount of **\$26,106.00** are currently available in the 2014 budget of **Account No. 14- 01-201-25-240-310**; and source of funding is from operating account; and

**WHEREAS**, the award of this contract shall be subject to the appropriation of sufficient funds in the 2014 year permanent budget; and

**WHEREAS**, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

**WHEREAS**, pursuant to N.J.S.A. 19:44A 20.4 et seq., Viper Communications has completed and submitted a Business Entity Disclosure Certification which certifies that Viper Communications has not made any reportable contributions to a political or candidate committee listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Viper Communications from making any reportable contributions during the term of the contract; and

**WHEREAS**, Viper Communications has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Viper Communications has submitted its certification of compliance with the City's Contractor Pay to Play reform ordinance adopted on September 3, 2008; and

**WHEREAS**, the Public Safety Director has determined and certified in writing that the value of the contract will exceed \$17, 500;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of Jersey City that the said quotation of the aforementioned, Viper Communications be accepted and that a contract in the amount of \$26,106.00 be awarded to said company; and be it further

TITLE: **APR 09 2014**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH TELCOM & DATA INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S AVAYA PHONE SYSTEM WITHOUT PUBLIC BIDDING**

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Affairs Law, N.J.S.A. 40A: 5-1 et seq; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

**RESOLVED**, that the Business Entity, Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay to Play reform ordinance, and the determination of value certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

**RESOLVED**, that pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2014 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in 2014 fiscal year permanent budget and in subsequent fiscal year budgets.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds for this contract in the amount of \$26,106.00 are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in

**Department of Police**  
Acct. No.  
14- 01-201-25-240-310.

P.O.# 112 961

Amount  
**\$26,106.00**

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM \_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE PUBLIC SAFETY (POLICE) AVAYA PHONE SYSTEM WITHOUT PUBLIC BIDDING**

**Project Manager**

Department/Division	Public Safety	Police
Name/Title	Sgt. John Tkaczyk	IT Commander
Phone/email	201-547-5997	jtkaczyk@njicps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Provide the Department of Public Safety (Police) repairs and maintenance for the AVAYA phone network.

**Cost (Identify all sources and amounts)**

City Funds, 2014 Operating Expenses

**Contract term (include all proposed renewals)**

March 1, 2014 thru March 1, 2015

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

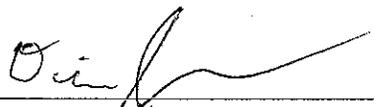
\_\_\_\_\_  
Date

## DETERMINATION OF VALUE CERTIFICATION

James Shea., of full age, hereby certifies as follows:

1. I am the Director of Public Safety of the City of Jersey City (Division of Police).
2. Attached to this Certification is a Resolution for maintenance and repairs to the AVAYA phone system utilized by the Jersey City Police Department.
3. The term of the claim is March 1, 2014 to March 1, 2015.
4. The amount of the claim is \$26,106.00, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
James Shea, Director

<b>Requisition #</b>
<b>0165388</b>

**CITY OF JERSEY CITY**  
1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

<b>Assigned PO #</b>

**Requisition**

**Vendor**  
VIPERCOMMUNICATIONS, LLC  
211-K GATES ROAD  
LITTLE FERRY NJ 07643  
  
VI572516WO

**Dept. Bill To**  
POLICE DEPARTMENT  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

**Dept. Ship To**  
JCPD/ SUPPORT SERVICES  
COMPUTER UNIT  
73-85 BISHOP STREET  
JERSEY CITY NJ 07304  
  
**Contact Info**  
SGT. JOHN TKACZYK  
2015475226

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	MAINTENANCE CONTRACT IN PAYMENT FOR FULL COVERAGE OF EQUIPEMENT AND SUPPORT THAT IS ATTECHED TO THE TELECOMMUNICATION AGREEMENT THAT SHALL BEGIN ON MARCH 1,2014	01-201-25-240-310	26,106.00	26,106.00

SEE ATTACHED SHEETS

Requisition Total      26,106.00

Req. Date: 02/28/2014  
Requested By: FMCPHERSON  
Buyer Id:

Approved By: 

**This Is Not A Purchase Order**

# VIPER COMMUNICATIONS

## Telecommunications Equipment Maintenance and Support -Agreement-

<b>Seller:</b> Viper Communications 211-K Gates Road Little Ferry, NJ 07643	<b>Customer:</b> Jersey City Police Department 75 Bishop Street Jersey City, NJ 07302
<b>Coverage Type:</b> <input checked="" type="checkbox"/> FULL COVERAGE INCLUDING: PBX, VOICEMAIL, & HANDSETS (excludes wireless handsets) <input type="checkbox"/> SWITCH AND VOICEMAIL COVERAGE (excludes all handsets) <input type="checkbox"/> REMOTE SUPPORT AND MONITORING ONLY (all parts and onsite labor are billable)	
<b>Coverage Hours:</b> <input checked="" type="checkbox"/> 24x7 24 hours a day - 7 days a week <input type="checkbox"/> 8x5 8:00 a.m. - 5:00 p.m. CST Monday - Friday	
<b>Price:</b> Seller shall provide Customer services under the Terms and Conditions of the Agreement in consideration of a monthly payment of Two Thousand Two Hundred Ninety Dollars and Zero Cents (\$2,290.00) <del>-or-</del> an annual pre-payment of Twenty Six Thousand One Hundred Six Dollars and Zero Cents (\$26,106.00). Annual pre-payment includes a 5% discount.	
<b>Coverage Start Date:</b> Coverage Term shall begin March 1st, 2014	
<b>Coverage Terms:</b> This Agreement is made by and between the Seller and Customer for an initial Coverage Term of Twelve (12) months, and shall automatically renew at the end of the Coverage Term for successive Coverage Terms of twelve (12) months unless explicitly cancelled by the Seller or Customer, in writing, at least thirty (30) days prior to expiration of the current Coverage Term.	
<b>Covered Equipment:</b> Coverage is limited to the hardware and software listed in the "Covered Equipment" Chart.	
<b>Coverage Includes:</b> - FREE Initial Site Visit and Equipment Inspection - FREE Help Desk Support - FREE 24x7 Alarm Monitoring, Diagnostics and Trouble-Shooting - FREE Annual Preventative Maintenance Visits (PMVs)* - FREE Spare Parts Kit* - FREE Carrier Support* - FREE Installation of an Uninterruptible Power Supply (UPS)* - FREE Carrier Service Evaluation - GUARANTEED 2 Hour Response Time (During Coverage Hours)	

### Terms & Conditions:

Viper Communications (Seller) agrees to provide the Customer the following maintenance and support services:

#### 1. Service:

- A. Provide all parts and labor to repair or replace Covered Equipment during the Term of the Agreement.
- B. Provide a toll-free hotline to report service issues, available 24 hours a day, 365 days a year.
- C. Provide unlimited remote support and trouble-shooting of Covered Equipment from 8:00 a.m. - 5:00 p.m. CST, Monday - Friday, excluding the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- D. Dispatch a technician to the Customer site during Coverage Hours to repair or replace defective Covered Equipment if the problem cannot be resolved via remote support. Excludes the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- E. Response time is guaranteed for the following types of outages:
- i. Major-Outage: 25% trunk or station port outage; 25% or more voicemail outage; attendant console outage- a technician will be dispatched within two (2) coverage hours and will be onsite within an additional two coverage hours.
  - ii. Non-major Outage: all other outages or problems covered under this Agreement- a technician will be dispatched within eight (8) coverage hours and will be onsite within an additional eight (8) coverage hours.
- F. Customer may request services, products, and onsite labor not included in this Agreement. All services, products, and onsite labor not included in this Agreement shall be billed to the Customer on a "Time & Materials" basis.
- G. Restore covered telephony and voicemail functions with Customer's licensed copies of operational software and most recent data files and backup files. Viper Communications (Seller) is not responsible for the loss or corruption of Customer's software, data files or backup files. Reprogramming without the Customer's licensed software and backups files will be done at Viper Communication's posted programming rates.
- H. Any and all equipment removed by Viper Communications (Seller) or it's subcontractors, third-party vendors or suppliers during the fulfillment of this Agreement shall become the property of Viper Communications.

## 2. Conditions

- A. Viper Communications reserves the right to perform an inspection of Customer's equipment prior to commencement of this Agreement to ensure: all Covered Equipment is installed in accordance with manufacturer's specifications; all Covered Equipment is functioning according to manufacturer's specification; Covered Equipment is installed in a satisfactory, controlled environment.
- B. Customer is responsible for providing continuous, properly grounded power to Covered Equipment. Covered Equipment must be powered through an Uninterruptible Power Supply (UPS) of proper voltage and sufficient wattage capacity. Outages and/or damage to Covered Equipment caused by power surges are not covered by this Agreement.
- C. Customer is solely responsible for providing continuous carrier service. Outages to Covered Equipment caused by Customer's carrier are not covered by this Agreement. Damage to the Covered Equipment caused by the carrier are not covered by this Agreement.
- D. Customer must provide an uninterrupted dedicated trunk line for the Seller's remote access to each phone system(s) and voicemail server(s) covered under this Agreement.
- E. Customer must provide constant physical access to, and work space around, all Covered Equipment, sufficient for the maintenance, repair and replacement of a Covered Equipment.
- F. Customer shall provide copies of all licensed software and regularly scheduled backup files necessary to properly maintain, repair or replace Covered Equipment.
- G. Customer shall authorize Viper Communications to engage Avaya Communications for any services required for the execution of Viper Communications responsibilities under this Agreement. Viper Communications agrees to reimburse Customer for all expenses incurred by Avaya Communications for services explicitly authorized by Viper Communications.
- H. Customer agrees to allow Viper Communications (Seller) to contract subcontractors, third-party vendors and suppliers who may be used from time-to-time to service Customer's equipment in accordance with Seller's responsibilities under this Agreement. Viper Communications shall directly reimburse subcontractors, third-party vendors and suppliers for their services and products explicitly authorized by Viper Communications.

## 3. Exclusions

- A. Viper Communications does not cover damage to Covered Equipment caused by, and accepts no liability for:
- i. The actions of persons not authorized by Viper Communications to perform services on Covered Equipment
  - ii. The attachment of equipment not authorized by Viper Communications to Covered Equipment
  - iii. The installation of software not authorized by Viper Communications to Covered Equipment
  - iv. The misuse, abuse, or neglect of Covered Equipment by Customer, Customer's employees, Customer's agents, or any other persons operating the Covered Equipment.
  - v. Failure of of the Customer to provide Seller and it's representatives sufficient and timely access to Covered Equipment or access to areas required to support Covered Equipment.
  - vi. Acts of God, forces of nature, acts of terrorism, acts of public enemies, criminal acts, war, military action, acts of civil or law enforcement officials, fire, explosion, pest or rodent damage, labor disputes including strikes, water damage including flooding and/or leaks, inability to secure and deliver materials due to shortages, fuel or energy shortages, the acts or failures of Customer's carrier service providers, unauthorized use of Covered Equipment or other products, and any other conditions that are beyond the control of Viper Communications.
  - vii. Lightning strikes, power surges and surges over carrier lines
- B. Damage to Covered Equipment caused by or attributed to carrier service issues is not covered.
- C. Damage to Covered Equipment and outages caused by other network equipment (including data networks, close circuit networks, and any outside utility networks) connected to the Covered Equipment is not covered in this Agreement.
- D. This Agreement does not include: moving existing equipment, installation of new equipment, wiring new stations or trunk ports, or reprogramming of Covered Equipment. Customer agrees to contact Viper Communications seven (7) days prior to moving the PBX, voicemail server, power supply and related equipment.

E. Wireless handsets, chargers, batteries, doorbells, door buzzers, door openers, paging systems, intercoms, external speakers, external ringers, loud speakers, demarcation terminals, carrier equipment, phone jacks and wiring are specifically excluded from coverage unless specifically described in the Covered Equipment Chart.

**4. Payment:**

- A. Customer agrees to pay all fees included in this Agreement.
- B. Monthly invoices are due within thirty (30) days of the invoice date. Cash, check, and supported credit cards are acceptable forms of payment.
- C. Annual pre-paid invoices are generated on the first day of coverage and are due within thirty (30) days of the invoice date. Annual pre-paid invoices are discounted 5% when paid within thirty (30) days of the start of service. The 5% discount is removed if the payment is not received by Viper Communications within thirty (30) days of the invoice date.
- D. Customer agrees to pay all applicable Federal, State, and municipal taxes, unless a tax-exempt certification is filed with Viper Communications by the Start Date.

**5. Termination of Agreement by Customer Default:**

- A. Customer is in default, and Viper Communications reserves the right to terminate this Agreement, if:
  - i. Customer fails to pay a monthly or annual pre-paid invoice under the terms of this Agreement;
  - ii. Customer fails to observe any of the conditions of this Agreement;
  - iii. Customer significantly alters the phone system, voicemail or handsets from that which is listed in the Covered Equipment Chart without notifying Viper Communications, including but not limited to: adding trunk ports, adding station ports, adding handsets, adding licensing of any kind, adding components, adding connected equipment or servers, reducing components, reducing power supply redundancy, upgrading the phone system or software release, changing voicemail platforms, moving the phone system, moving the voicemail, moving the UPS, eliminating the UPS, or any other change to the Covered Equipment in this Agreement.
  - iv. Customer contracts any vendor not authorized by Viper Communications to maintain and support the equipment listed in the Covered Equipment Chart.
- B. Customer is responsible for all administrative fees, attorney's fees, and court costs incurred by Viper Communications in the collection of delinquent payments, late fees and early termination fees as set forth in 6 (B).

**6. Early Termination by the Customer:**

- A. Customer may terminate this Agreement at any time prior to the Start Date without penalty, less any the balance of any unpaid expenses incurred by Viper Communications. Any payments made toward this Agreement will be first applied to any outstanding balances Customer has with Viper Communications. Any remaining credit will be returned to the Customer within thirty (30) days. Credit balances under \$1000.00 will be returned in the form of original payment. Credit balances of \$1000.01 or more will be returned by check, via regular U.S. mail.
- B. After the Start Date, Customer may voluntarily cancel this Agreement at any time, subject to an Early Termination Penalty. Early Termination Penalty is defined as the lesser of twelve (12) months service under this Agreement, or the sum of charges for all periods remaining in this Agreement, less any expenses incurred by Viper Communications.

**7. Ownership of Equipment and Software Licenses**

- A. Customer hereby attests to be the legal owner (by outright ownership or third-party lease/financial agreement) or licensed end-user of all Covered Equipment, software licenses, and user licenses.
- B. Customer also attests that ownership of all Covered Equipment, software licenses and user licenses is free of any liens or legal attachment which may obstruct Viper Communications from properly servicing this Agreement.
- C. Customer assumes all liabilities (financial and otherwise) and holds Viper Communications harmless in any conflicts which may arise from the Customer's misuse of Covered Equipment and licenses.

**8. General Provisions:**

- A. Any modification, supplement or waiver of any part of this Agreement must be expressly approved in writing by an authorized representative of both the Seller and the Customer.
- B. Neither party may assign this Agreement to another party without the prior express written consent of the other party. Such assignment may not be unreasonably withheld when sufficient notice is given. Failure of a party to respond to notice of assignment may not be construed as approval of assignment by the other party.
- C. If either party to this Agreement fails to exercise their rights or seek remedy under this Agreement or the law, that failure may not be construed as a waiver of any rights or the right to seek remedy.
- D. This Agreement is governed by the laws of The State of New Jersey.
- E. If any provision of this Agreement is deemed to be unenforceable under Federal, State or local laws, that provision will then be divisible in accordance with applicable law. All other provisions shall remain in effect unless mutually agreed to by both parties.

**9. Dispute Arbitration:**

- A. All unresolved disputes between the parties to this Agreement shall be resolved as follows: a single professional arbitrator shall conduct binding good-faith arbitration, governed by the laws of the Federal Arbitration Act of the U.S.C. Each party shall bear the costs of it's own attorney's fees and other legal fees. All claims against Viper Communications related to this Agreement must be filed within twelve (12) months of the cause of the claim. Written notice of the claim must be submitted in writing to Viper Communications within said twelve (12) month period.



**10. Notice and Mailing Address:**

A. Payments, written notices and any other information sent to Viper Communications related to this Agreement should be sent by certified mail (with return receipt) to the following address:

Viper Communications  
211-K Gates Road  
Little Ferry, NJ 07643

This Agreement is considered executed upon signature of the Seller and Customer

**Seller:**

**Viper Communications**

*Christopher M. Fisher*

Authorized Signature

**Christopher M. Fisher**

Print Name

**Support Services Manager**

Title

**November 22nd, 2013**

Date

**Customer:**

**Jersey City Police Department**

Authorized Signature

Print Name

Title

Date



**Covered Equipment Chart**

<b>CUSTOMER NAME:</b>		Jersey City Police Department	
<b>ADDRESS:</b>		75 Bishop Street	
<b>CITY, STATE, ZIP:</b>		Jersey City, NJ 07302	
<b>SOLD TO NUMBER:</b>		<b>COVERAGE START DATE:</b>	3/1/2014
QTY	ITEM NUMBER	DESCRIPTION	
<b>75 Bishop Street</b>			
1	S8700 CM5	Avaya S8700 Server, Communication Manager R5.0	
2	G650	G650 Media Gateway Cabinet	
4	655A	655A Power Supply	
2	TN2602AP	IP Media (Prowler Board) Processor Circuit Pack	
2	TN2312BP	IP Server Interface Circuit Pack	
1	TN799DP	Control LAN Circuit Pack	
1	TN771DP	Maintenance/Test Circuit Pack	
7	TN464HP	ISDN T1/PRI Interface Circuit Pack	
1	TN747B	Central Office Analog Trunk Port Interface Circuit Pack	
5	TN793CP	Analog Station Port Circuit Pack	
97	9630	IP Phones	
348	Total Ports		
<b>207 7th Street</b>			
1	S8300 CM5	Avaya S8300 Server, Communication Manager 5	
1	G350	G350 Modular Media Gateway Cabinet	
1	MM701BP	ISDN T1/PRI Interface Media Module	
1	VMM-ANN	Announcement Media Module	
1	IA770	Intuity Audix Integrated Voicemail	
48	9620	IP Phones	
79	Total Ports		
<b>8 Erie Street</b>			
1	S8700 CM4	Avaya S8700 Server, Communication Manager R4.0	
3	G650	G650 Media Gateway Cabinet	
6	655A	655A Power Supply	
2	TN2602AP	IP Media (Prowler Board) Processor Circuit Pack	
1	TN2312BP	IP Server Interface Circuit Pack	
3	TN799DP	Control LAN Circuit Pack	
7	TN747B	Central Office Analog Trunk Port Interface Circuit Pack	
2	TN429D	Central Office Analog Trunk Port Interface Circuit Pack	
1	TN771DP	Maintenance/Test Circuit Pack	
2	TN2224B	Digital Station Port Circuit Pack	
1	TN793CP	Analog Station Port Circuit Pack	
1	S8300 LSP	S8300 Local Survivable Processor	
7	MM771AP	Analog Media Module	
76	4621	IP Phones	
382	Total Ports		
1	IA LX 16 port	Intuity Audix LX Voicemail Server, 16 port	
1	Astrisk Server	Asterisk SIP-to-Digital Server for Emergency Kiosks	
<b>COVERAGE:</b>		8x5 FULL COVERAGE	
<b>PRICE:</b>		\$2,290.00/month -or- \$26,106.00/year (incl. 5% annual pre-paid discount)	

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Services Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed; and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): CEO

Lukman Ahmed  
Representative's Signature

Name of Company: Viper Communications

Tel. No.: 973 304 1581 Date: 11/25/13

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the city of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Printed: Lukman Hamen / CEO  
Representative's Signature: [Signature]  
Name of Company: Viper Communications  
Tel. No.: 973 304 1571 Date: 11/25/13

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8

<NAME OF CONTRACTING AGENCY>

City of Jersey City

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Viper Communications

Address: 211 V. Gates Rd.; Little Ferry, NJ 07643

Telephone No.: 973-304-1581

Contact Name: Lukman Ahmed

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

NEW JERSEY FACILITY

STATE OF NEW JERSEY  
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

IMPORTANT: READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. FILL OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE WILL RESULT POSSIBLY DELAY ISSUANCE OF YOUR CONTRACT. DO NOT SIGN THIS REPORT FOR SECTION II, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. ID. NO. OR SOCIAL SECURITY: 26-2047343  
 2. TYPE OF BUSINESS:  1. MFG.  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER  
 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 13  
 4. COMPANY NAME: Viper Communications  
 5. STREET: 211 K. Gates Rd. CITY: Little Ferry COUNTY: Bergen STATE: NJ ZIP CODE: 07643  
 6. NAME OF PERSON OR APPLICABLE COMPANY OF RECORD, SO INDICATED: SIPTRIA CITY: Little Ferry STATE: NJ ZIP CODE: 07643  
 7. TYPE OF CONTRACT:  1. PERMANENT EMPLOYMENT  2. SEASONAL EMPLOYMENT  3. TEMPORARY EMPLOYMENT  4. OTHER  
 8. TOTAL NUMBER OF EMPLOYEES AT TERMINATION (WHICH HAS BEEN ASSIGNED THIS CONTRACT): 13  
 9. PUBLIC AGENCY ASSIGNING CONTRACT: Little Ferry CITY: Bergen COUNTY: Bergen STATE: NJ ZIP CODE: 07643  
 10. DATE BEGINS: MONTH: DAY: YEAR: 10/10/13  
 11. INDICATE CONTRIBUTION NUMBER:

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. When there are no employees in a particular category, enter a zero. Exclude ALL employees, not just those in minority categories, in columns 1, 2, & 3. DO NOT SIGN THIS REPORT FOR SECTION II, ITEM 11.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT EMPLOYMENT											
	COL. 1 TOTAL COUNT	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	ASIAN INDIAN	AMERICAN INDIAN	OTHER ASIAN	NON MEX.	BLACK	HISPANIC	ASIAN INDIAN	AMERICAN INDIAN	OTHER ASIAN	
College Managers	2	1	1	1											
Professionals	2	1	1											1	
Technicians	2	2		1		1								1	
Data Workers	3	2	1						2					3	
Office & Clerical	1		1											1	
Construction (Other)	0														
Operating (Mfg./Mining)	0														
Unskilled (Mfg./Mining)	0														
Service Workers	3	2	1						2					1	
TOTAL	13	8	5	2		1			5					4	
Part-time employees Seasonal Temporary & Part-time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC ORIGIN OBTAINED?  
 1. Visual Survey  2. Employment Record  3. Other (Specify):  
 13. DATE OF PAYROLL PERIOD USED: From 1/2013 To 2/22/2013  
 14. IS THIS THE FIRST Employee Information Report Submitted? YES  NO   
 15. IF NOT, DATE LAST REPORT SUBMITTED: MO: / DAY: / YEAR:

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Prudence Fernandez  
 SIGNATURE: Prudence Fernandez  
 TITLE: Sales Coordinator  
 DATE: 11/22/13  
 17. ADDRESS (Print or Type): 211 K. Gates Rd., Little Ferry, Bergen, NJ, 07643  
 CITY: Little Ferry COUNTY: Bergen STATE: NJ ZIP CODE: 07643 PHONE (AREA CODE, NO. EXTENSION): 973-304-1581

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE BP;  
 PINK - PUBLIC AGENCY; GOLD - VENDOR

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Viper Communications (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Viper Communications

Signed: [Signature] Title: CEO

Print Name: Lukman Ahmed Date: 11/25/13

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_  
My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

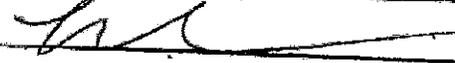
In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Likman Ahmed / CEO

Representative's Signature: 

Name of Company: Viper Communications

Tel. No.: 978 304 1580 Date: 11/25/13

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Viper Communications

SIGNATURE: [Signature]

DATE: 11/25/13

PRINT

NAME: Lukman Ahmed

TITLE: CEO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
FILING CERTIFICATE (CERTIFIED COPY)

Corporation Name: VIPER COMMUNICATIONS LLC  
Business Id: 0400219081  
Certificate Number: 6000001213

I, THE TREASURER OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY, THAT THE ABOVE NAMED BUSINESS DID FILE AND RECORD IN THIS DEPARTMENT AN ORIGINAL CERIFICATE ON February 27, 2008 AND THAT THE ATTACHED IS A TRUE COPY OF THIS DOCUMENT AS THE SAME IS TAKEN FROM AND COMPARED WITH THE ORIGINAL(S) FILED IN THIS OFFICE AND NOW REMAINING ON FILE AND OF RECORD.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY  
HAND AND AFFIXED MY OFFICIAL SEAL AT  
TRENTON, THIS  
October 28, 2011 A.D.



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon - Eristoff  
State Treasurer

VERIFY THIS CERTIFICATE ONLINE AT  
[https://www.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

NEW JERSEY DEPARTMENT OF TREASURY  
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

VIPER COMMUNICATIONS LLC  
0400219081



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
28th day of February, 2008

A handwritten signature in black ink, appearing to read "R. David Rousseau", written over a horizontal line.

R. David Rousseau  
Acting State Treasurer

Certificate Number: 111583840

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/ISP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/ISP/Verify_Cert.jsp)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** VIPER COMMUNICATIONS LLC

**Trade Name:**

**Address:** 116 WASHINGTON AVENUE  
HAWTHORNE, NJ 07506-1346

**Certificate Number:** 1392168

**Effective Date:** February 27, 2008

**Date of Issuance:** January 29, 2013

**For Office Use Only:**

20130129112517818

NEW JERSEY DEPARTMENT OF TREASURY  
DIVISION OF REVENUE

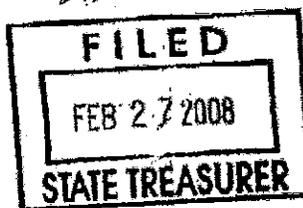
CERTIFICATE OF FORMATION

VIPER COMMUNICATIONS LLC  
0400219081

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 02/27/2008 and was assigned identification number 0400219081. Following are the articles that constitute its original certificate.

1. **Name:**  
VIPER COMMUNICATIONS LLC
2. **Registered Agent:**  
JODY GONZALES
3. **Registered Office:**  
24 ALFRED WAY  
HOPATCONG, NJ 07843-1715
4. **Business Purpose:**  
Telephones, Telecommunications Equipment
5. **Effective Date of this filing is:**  
02/27/2008
6. **Members/Managers:**  
JODY GONZALES  
24 ALFRED WAY  
HOPATCONG, NJ 07843  
NIGEL SKINNER  
WATERSIDE HOUSE  
CROSSALL STREET, MACCLESFIELD  
CHESHIRE, UK SK116XQ, NJ 07843-1715
7. **Main Business Address:**  
116 WASHINGTON AVENUE  
HAWTHORNE, NJ 07506

**Signatures:**  
JODY GONZALES  
AUTHORIZED REPRESENTATIVE



Continued on next page ...







**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership                       Corporation                       Sole Proprietorship  
 Limited Partnership               Limited Liability Corporation       Limited Liability Partnership  
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: JODY GONZALES	Name:
Home Address: 11 BARBARA LANE OAKLAND NEW JERSEY 07436	Home Address:
Name: NIGEL SKINNER	Name:
Home Address: SWANSCOE HALL RAINOW, CHESHIRE UNITED KINGDOM SK10 5SZ	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.248

Agenda No. 10.Z.3

Approved: APR 09 2014

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING INFO-COP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Police Department's existing InfoCop server software application created by G.T.B.M, Inc. is a proprietary system that requires support and maintenance services; and

**WHEREAS**, this software also includes support for the following interfaces Blackberry Enterprise server, Anteon/ISI silent dispatch and field reporting, CCTV mobile video integration; and

**WHEREAS**, G.T.B.M, Inc has agreed to provide software maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2014 to Dec 31, 2014) for the sum of Eighty-Two Thousand Seven Hundred eighty-seven (\$82,787.50) Dollars; and fifty cent.

**WHEREAS**, funds in the amount of \$20,696.87 are currently available in the Temporary 2014 budget of Account No.14 -01-201-25-240-310; and source of funding is from operating account.

**WHEREAS**, the award of this contract shall be subject to the appropriation of sufficient funds in the 2014 permanent budget; and

**WHEREAS**, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit G.T.B.M from making any reportable contributions during the term of the contract; and

**WHEREAS**, G.T.B.M has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, G.T.B.M has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

TITLE: **APR 09 2014**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING INFOCOP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of Jersey City that:

1. A one year contract is awarded to G.T.B.M, Inc in the amount of **\$82,787.50** and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that G.T.B.M, Inc provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city contractor pay-to-play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I Donna Mauer Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in **Acct No.14 - 01-201-25-240-310.**

**Acct No. 14- 01-201-25-240-310. P.O.# 112940 Amount \$22,696.87**

APPROVED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
Corporation Counsel  
Certification Required   
Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING INFO-COP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.**

**Project Manager**

Department/Division	POLICE	PUBLIC SAFETY
Name/Title	SGT JOHN TKACZYK	IT COMMANDER
Phone/email	ITKACZYK@NJJCPS.ORG	201-547-5997

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

This software includes support for the following interfaces Blackberry Enterprise server, Anteon/ISI silent dispatch and field reporting, CCTV mobile video integration. Allows officers in the field to run license plates and warrants.

**Cost (Identify all sources and amounts)**

2014 Operating Funds

**Contract term (include all proposed renewals)**

January 1, 2014 thru December 31, 2014

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

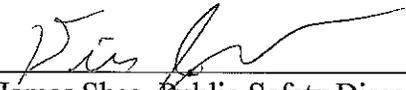
\_\_\_\_\_  
Date

## DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc to provide the City with Info-cop server software system and supporting the City's wide proprietary services.
3. The term of the contract is one year effective as of January 1, 2014.
4. The amount of the contract is \$82,787.50 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
James Shea, Public Safety Director

# CITY OF JERSEY CITY

Requisition #

0165296

Assigned PO #

## Requisition

**Vendor**  
GOLD TYPE BUSINESS MACHINE  
351 PATERSON AVENUE  
PO BOX 305  
EAST RUTHERFORD NJ 07073  
GO237510

**Dept. Bill To**  
POLICE DEPARTMENT  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

**Dept. Ship To**

**Contact Info**  
SGT. JOHN TKACZYK  
2015475997

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	INFO COP RENEWAL PROPRIETARY SERVER SOFTWARE LICENSING AND SERVICE	0120125240310	20,696.87	20,696.87

TOTAL CONTRACT: \$82,787.50  
TEMPORARY ENCUMBRANCE: \$20,696.87

EUS RESO \_\_\_\_\_, APPROVED \_\_\_\_\_

PARTIAL PAYMENT VOUCHERS

**Requisition Total 20,696.87**

Req. Date: 02/21/2014

Requested By: FMCPHERSON

Approved By: \_\_\_\_\_

Buyer Id:

**This Is Not A Purchase Order**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

GOLD TYPE BUSINESS MACHINES

TRADE NAME:

TAXPAYER IDENTIFICATION#:

222-162-411/000

SEQUENCE NUMBER:

0067515

ADDRESS:

351 PATERSON AVENUE  
EAST RUTHERFORD NJ 07073

ISSUANCE DATE:

10/13/04

EFFECTIVE DATE:

02/22/77

FORM-BRC(08-01)

*J.P. & Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

---

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

**Jeanne F. Abuan**  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547-4533  
Fax# 201-547-5088  
E-mail Address: [abuana1@icnj.org](mailto:abuana1@icnj.org)

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed; and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Vincent Cronen CFO  
Representative's Signature: [Signature]  
Name of Company: Gold Type Business Machines, Inc.  
Tel. No.: 201-935-5030 Date: 11/25/13

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of its obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: J. Vincent Cronin CFO  
Representative's Signature: [Signature]  
Name of Company: Cald Typ Business Machines Inc  
Tel No.: 201-925-6650 Date: 11/25/13

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Gold Type Business Machines Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-0790

Contact Name: Vin Ponce

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

Certification 24180

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2012 to 15-JAN-2019



**GOLD TYPE BUSINESS MACHINE INC.**  
**351 PATERSON AVENUE**  
**EAST RUTHERFORD NJ 07073**

A handwritten signature in black ink, appearing to read 'Andrew P. Sidamon-Eristoff', is written over the printed name.

**Andrew P. Sidamon-Eristoff**  
**State Treasurer**



**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Winget Brown, CFO

Representative's Signature: [Handwritten Signature]

Name of Company: Gold Type Business Machines Inc

Tel. No.: 81-935-5090 Date: 11/05/13

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of San Jose, CA (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS**

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

*\** (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Gold Type Business Machines, Inc.

SIGNATURE: Vincent C. Lewis DATE: 11/25/13

PRINT NAME: Vincent C. Lewis TITLE: CEO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

P.L. 2004, c. 57 (N.J.S.A. 52:32-44)  
**MANDATORY BUSINESS REGISTRATION LANGUAGE**

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

**"New Jersey Business Registration Requirements"**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

*Gold Type Business Machines Inc*  
*of Dover, NJ*

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchar
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership    
  Corporation    
  Sole Proprietorship    
  Subchapter S Corporation  
 Limited Partnership    
  Limited Liability Corporation    
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Richard Picotti	71 Ridge Rd, Rutherford NJ 07070
Roberto Collins	280 Apple Ridge Rd Franklin Lakes, NJ 07417

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business Machines Inc

Signed: Vincent Craven Title: CEO  
 Print Name: Vincent Craven Date: 11/05/13

Subscribed and sworn before me this 25 day of November, 2013  
Monica K. Lewis  
 My Commission expires: Monica K. Lewis  
an Attorney-at-law of State  
of New Jersey authorized  
to administer this oath  
pursuant to N.J.S.A. 41:2-1.

Vincent Craven  
 (Affiant)  
Vincent Craven CEO  
 (Print name & title of affiant) (Corporate Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS**

Required Pursuant To N.J.S.A. 19:44A-20.8

*(NAME OF CONTRACTING AGENCY)*

*City of Jersey City*

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions. In pertinent part...**

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

*"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2) :*

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 11/25/13 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business Machines Inc

Signed: Vincent Cronin Title: CEO

Print Name: Vincent Cronin Date: 11/25/13

Subscribed and sworn before me  
this 25 day of November, 2013.  
My Commission expires 2/28/14

Monica K. Laws  
an Attorney-at-law of the  
State of New Jersey authorized  
to administer oaths pursuant  
to NJSA 41:2-1.

Vincent Cronin  
(Affiant)  
Vincent Cronin CEO  
(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

**Part I - Vendor Information**

Vendor Name:	Gold Type Business Machines Inc		
Address:	351 Posterson Ave		
City:	East Rutherford	State:	NJ
		Zip:	07073

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Vincent Capone	CFO
Signature	Printed Name	Title

**Part II - Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
None			

Check here if the information is continued on subsequent page(s)

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.249  
Agenda No. 10.Z.4  
Approved: APR 09 2014  
TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DIVISION OF PUBLIC SAFETY/ POLICE AND FIRE COMPUTER INFRASTRUCTURE AND RELATED SYSTEMS WITHOUT PUBLIC BIDDING**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, funds must be allocated for the maintenance of the Police and Fire Department's Wide Area Network, Servers, Radio System, Security and IP Mobilenet telecommunication hardware and software systems; and

**WHEREAS**, this equipment utilizes proprietary hardware and software; and

**WHEREAS**, Network Management Solutions has agreed to provide the goods and services specified as necessary by the Police Department's Computer Unit; and

**WHEREAS**, service will be provided 24 hours per day and seven (7) days per week; and

**WHEREAS**, the City of Jersey City has received a proposal from Network Management Solutions in the total amount of Three Hundred Eighty-Eight Thousand Eight Hundred (\$388,800.00) Dollars for one Year beginning January 1, 2014 thru Dec 31, 2014; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, funds in the amount of \$97,200.00 are currently available in the Temporary 2014 budget of Account No. 14-01-201-25-240-310; and

**WHEREAS**, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, Network Management Solutions has completed and submitted a Business Entity Disclosure Certification which certifies that Network Management Solutions has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit Network Management Solutions from making any reportable contributions during the term of the contract; and

**WHEREAS**, Network Management Solutions has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Network Management Solutions has submitted its certification of compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

City Clerk File No. Res. 14.249

Agenda No. 10.Z.4

TITLE: **APR 09 2014**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DIVISION OF PUBLIC SAFETY/POLICE AND FIRE COMPUTER INFRASTRUCTURE AND RELATED SYSTEMS WITHOUT PUBLIC BIDDING**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of Jersey City that:

1. A one year contract is awarded to Network Management Solutions in the amount of Three Hundred Eighty Eight Thousand Eight Hundred (\$388,800.00) Dollars and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Network Management Solutions provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 year permanent budget; and
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city's contractor pay-to play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Maurer, Donna Maurer Chief Financial Officer, hereby certify that sufficient funds are available for payment of the above resolution in Account No. **14-01-201-25-240-310**;

ACCT# 14-01-201-25-240-310      P.O.# 112864      AMT. 97,200.00

APPROVED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
Corporation Counsel  
Certification Required   
Not Required   
**APPROVED 8-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>4.9.14</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE		✓		WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote      N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DIVISION OF PUBLIC SAFETY/ POLICE AND FIRE COMPUTER INFRASTRUCTURE AND RELATED SYSTEMS WITHOUT PUBLIC BIDDING**

**Project Manager**

Department/Division	Police	Public Safety
Name/Title	John Tkaczyk	Police Sergeant
Phone/email	201-547-5997	jtaczyk@njicps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Funds must be allocated for the maintenance of the Police and Fire Department's Wide Area Network, Servers, Radio System, Security and IP Mobilenet telecommunication hardware and software systems. This equipment utilizes proprietary hardware and software. Network Management Solutions has agreed to provide the goods and services specified as necessary by the Police Department's Computer Unit; and service will be provided 24 hours per day and seven (7) days per week.

**Cost (Identify all sources and amounts)**

Operating Budget \$388,800

**Contract term (include all proposed renewals)**

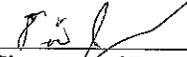
January 1, 2014 thru December 31, 2014

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

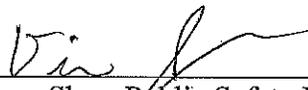
\_\_\_\_\_  
Date

## DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am the Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Network Management Solutions provide the City with proprietary system software and support and maintenance services.
3. The term of the contract is one year effective as of January 1, 2014.
4. The amount of the contract is \$388,800.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
James Shea, Public Safety Director



*Network Management Solutions, Inc  
1122 Route 22 West  
Mountainside, New Jersey 07092*

## **Infrastructure Management Proposal**

Prepared for:

**Jersey City Department of Public Safety**

**December 4, 2013**

*This proposal contains confidential information and is intended for the private use of The Jersey City Department of Public Safety. This proposal is not for distribution outside of the Department.*

## **TABLE OF CONTENT**

## ***Network Management Solutions***

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<b>NETWORK MANAGEMENT SERVICES</b>	<b>(3)</b>
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<b>CONCLUSION</b>	<b>(8)</b>

## **INTRODUCTION**

Network Management Solutions (NMS) appreciates the opportunity to again propose our services to the Jersey City Department of Public Safety (JCPS) which include the Police Department, Fire Department and this year the addition of the Office of Emergency Management computer infrastructures. We continually welcome feedback and want to provide network management services, which are innovative, industry leading, flexible and beneficial to all. We will continue to provide the highest level of support to insure all devices and networks are pro-actively managed and monitored 24X7 and all problems are diagnosed and resolved in a timely and coordinated manner.

### **NMS Services Approach:**

Networking technology has created tremendous business opportunities for many organizations. Network Management Solutions understands the critical nature of our customer's networks and is committed to providing and continuously improving upon the services offered. NMS is dedicated to working in conjunction with its customers as partners with the objective of providing services, which exceed expectations.

Our company's philosophy is simple, help our customers monitor and manage the technology infrastructure that is critical to their business operation and success. We implement our services based on the following principles:

- Provide a watchful eye over the infrastructure, which includes the managing and measuring; availability, resource consumption, security levels, and fiscal responsibility.
- Provide our customers with flexible solutions, which fit the organizations objectives, and respond promptly as requirements change.
- Provide expert customer feedback that is unbiased, product and service independent.

NMS realizes that there are several approaches which JCPS can take in managing its network infrastructure. As a business partner, NMS can continually help JCPS avoid costly and timely mistakes by offering a strategy which results in maximum benefit; improved return on investment, flexibility, improved controls, and increased access to performance – all while controlling costs.

## **NETWORK MANAGEMENT SERVICES**

*Network Management Solutions*

Network Management Solutions will provide pro-active monitoring and management and will deliver the following services under this agreement:

### **WAN/LAN**

- NMS will act as the single focal point for the LAN/WAN infrastructure and all identified managed components in this agreement. This includes identifying and resolving system and circuit outages and coordinating replacement.
- Includes 24 X 7 monitoring and access to NMS staff and its resources.
- Provides network alarming via a management workstation. NMS will diagnose the problem area and notify designated JCPS personnel.
- Should a circuit or system outage occur, the designated JCPS contacts will be immediately notified about the outage, the reason for outage, and will be updated hourly with an estimated time of repair.
- Should a trouble call be diagnosed by NMS as a hardware failure, the equipment will be replaced by NMS staff via the current selected JCPS hardware replacement plan.
- Produce web based trending reports as needed on designated devices and review with JCPS personnel.
- Maintain and update as required a complete network documentation set in Visio format.
- Provide change management services as required.

### **Servers**

- Provide 24X7 monitoring of all HP/DELL Servers. This includes monitoring active services such as DNS, WINS, DHCP, and Disk/CPU utilization, etc.
- Manage all HP/DELL system Firmware/BIOS updates.
- Provide overall supervision of the Active Directory Infrastructure.
- Manage Microsoft WSUS Server and all related services. This includes updates for all Servers and clients.
- Manage overall Symantec Anti-Virus Server Platform.
- Provide 24X7 monitoring and management of Data Protector backup jobs to verify operation.
- Provide support for JCPS off-site tape backup rotation.
- Provide 24X7 monitoring and management of the Dell Tape Library system to include any required updates.
- Provide 24X7 monitoring and Management of all HP SAN's and Dell SAN's including disk allocation and updates.

## Proactive Monitoring

- Customer infrastructure to be monitored 24X7.
- All faults to be identified within 5 minutes of failure.
- Problem determination to begin immediately following failure id.
- Customer to be notified within 15 minutes.
- NMS to coordinate repair of all failures.
- Customer to be updated as agreed upon by JCPS personnel.
- NMS to escalate all problems as required as per agreed JCPS procedures.
- NMS to confirm all repairs with customer.
- NMS to provide problem details via email at conclusion.
- NMS to provide daily web based reports on designated devices.
- All server hardware and software maintenance is the responsibility of JCPS.
- ***Failure to properly identify, notify and manage fault isolation will result in service credit for monthly management fees for device.***

## Performance Reporting

- NMS to provide daily web based reports of facility performance.
- NMS to provide daily web based reports of core CPE performance.
- NMS to provide on demand reports.
- NMS to provide expert analysis of reports.
- NMS to provide recommendations monthly for engineering changes.
- ***Failure to provide performance management details when requested will result in service credit for monthly management fees for device.***

## Installation/Change Management

- All changes will be based on agreed upon schedule.
- Standard interval for CPE change coordination is 1 business day.
- NMS will coordinate all circuit changes with carrier.
- NMS will maintain database of JCPS devices, serial #'s, maintenance contracts, and contact information.
- NMS to coordinate and maintain all network diagrams.
- ***Failure to deliver on NMS controlled activities will result in service credit for changes or installation fees.***

## COST OF SERVICES

## Network Management Solutions

Network Management Solutions appreciates the opportunity to again propose Network Management Services to the Department of Public Safety. Below are the costs associated with monitoring and managing all IT Infrastructures.

### JCPD

- **Servers/SAN Devices** – This service includes 24X7 monitoring, management, performance reporting and coordination of repairs for all Servers, Storage devices, Tape Library System and Symantec Backup Exec Software. (Does not include hardware and software maintenance costs). This also includes the management of Symantec Antivirus throughout the entire JCPD/JCFD/OEM network infrastructure which is located on both PC's and Servers. And lastly, it includes a dedicated NMS engineer onsite. (See Attachment A).

Monthly Cost - \$14,200.00

- **WAN/LAN Management** – This service includes 24X7 monitoring, management, performance reporting, and coordination of repairs for the WAN/LAN network infrastructures to include all Verizon frame-relay circuits, Cisco routers and Cisco Switches. (This does not include hardware/software maintenance costs for any of these systems). (See Attachment B).

Monthly Cost - \$5,600.00

- **Wireless WAN Management** – This service includes 24X7 monitoring, management, performance reporting and coordination of repairs of the Wireless network infrastructure. (See Attachment C).

Monthly Cost - \$1,600.00

- **Internet and Security Management** – This service includes 24X7 Up/Down monitoring, log analysis and the management of three Cisco ASA Firewalls, Cisco ACS server, VPN Remote Access, two FAT Pipe systems and two Blue Coat Filtering systems. It also includes the monitoring of both the Comcast and two Verizon Internet circuits.

Monthly Costs - \$2,600.00

- **Motorola Radio System Routers and WAN Connections** - This service includes 24X7 monitoring, management, performance reporting and coordination of repairs of four Cisco routers and WAN T1 Circuits which connect the four Motorola Antenna locations.

Monthly Cost – \$600.00

- **Management of Exchange Email Systems** - This service includes monitoring, management, performance reporting, and coordination of repairs for the Dell HUB/CAS Servers, Dell EqualLogic SANs. This also includes level 2 support on any email related issues.

Monthly Cost – \$1,200.00

**Total JCPD Monthly Costs - \$25,800.00**

**JCFD**

- **JC Fire Department WAN Management** – This service includes 24X7 monitoring, management, performance reporting, and coordination of repairs for the Verizon frame-relay circuits and Cisco routers and switches at (18) Fire Department locations. (This does not include hardware or software maintenance costs on any equipment). (See Attachment B).

Monthly Cost - \$3,400.00

- **JCFD Radio System Management** - This service includes 24X7 monitoring, management, performance reporting and coordination of repairs for the JCPD and JCFD Motorola Radio system circuits, and all Cisco routers. (It does not include Cisco hardware maintenance costs). Also includes 24X7 monitoring, management, performance reporting and coordination of repairs for Servers required for CAD operations. (See Attachment B).

Monthly Cost - \$2,400.00

**Total JCFD Monthly Cost - \$5,800.00**

**OEM**

- **OEM** – This service includes 24X7 monitoring, management, performance reporting and coordination of repair for all Cisco routers, Switches, Firewall, Wireless Access Points, FATPIPE and multiple internet circuits and Dell servers. (See Attachment B).

**Total OEM Monthly Cost - \$800.00**

**Total Monthly Cost for monitoring, management and professional services for the Department of Public Safety - \$32,400.00**

## **CONCLUSION**

## *Network Management Solutions*

Network Management Solutions appreciates the opportunity to again offer its services and will continue to provide the necessary resources to insure a smooth running network infrastructure. In addition, NMS looks forward to working the Jersey City Department of Public Safety personnel and to improve on its service offerings while providing reliability, availability, and stability to the network infrastructure through structured, measured, management services.

In addition to network management, NMS would like to continue to offers its services in helping all departments plan new networking projects and or assist in the evaluation and help make recommendations for new networking technologies as they are presented to the departments.

NMS

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed; and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Donald R. Seitz President

Representative's Signature:

[Signature]

Name of Company:

Network Management Solutions, Inc.

Tel. No.: 9082326100

Date: 12/4/13

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Donald P. Seitz, President  
Representative's Signature: [Signature]  
Name of Company: Network Management Solutions  
Tel. No.: 982320100 Date: 12/9/13

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Network Management Solutions  
Address : 1122 RT 22 Mountain side, NJ 07092  
Telephone No. : 908-232-0100  
Contact Name : Donald R. Ritz

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Network Management Solutions  
Address : 1122 RT 22 Mountain Side NJ 07092  
Telephone No. : 908-232-0100  
Contact Name : DONALD R SOYL

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Network Management Solutions

SIGNATURE: James Lopez DATE: 12-04-17

PRINT NAME: Donald Lopez TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)



**NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:**

I certify that I am Donald R. Leir  
of the firm of Network Management Solutions

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52:34-25)

(Signature of respondent) Donald R. Leir

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 4th Dec. OF 20 13.

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

LS  
**LATOYA N SHERMAN  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 7, 2016  
I.D.# 2340097**

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned
Donald Seitz	438 CAIOWILL DR. WYCKOFF, NJ 07481	95

SIGNATURE: *Donald Seitz*

TITLE: *President*

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY *6th* *December* OF 20 *13*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 . . .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL)

*[Signature]*  
**LATOYA N SHERMAN**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 7, 2016  
I.D.# 2340997

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Network Management Solutions (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Network Management Solutions

Signed [Signature] Title: President

Print Name Donnell Ferris Date: 12/4/13

Subscribed and sworn before me this 4 day of Dec 2013

My Commission expires: \_\_\_\_\_  
[Signature] (Affiant) - Donnell Ferris, President  
(Print name & title of affiant) (Corporate Seal)

**LATOYA N SHERMAN  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 7, 2016  
I.D.# 2340997**

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:

Donald R Seitz

Name:

Home Address:

478 CAIOWAN DR  
WYCKIP, NJ 07481

Home Address:

Name:

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

Subscribed and sworn before me this

day of

Oct 2013

(Notary Public)

My Commission expires.

*[Signature]*

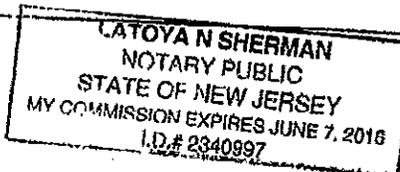
*[Signature]*

(Affiant)

Donald R Seitz, President

(Print name & title of affiant)

(Corporate Seal)



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership    
  Corporation    
  Sole Proprietorship    
  Subchapter S Corporation  
 Limited Partnership    
  Limited Liability Corporation    
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
DONALD R. SEICZ	438 CAIDWELL DRIVE WYCKOFF, NJ

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Network Management Solutions  
 Signed: [Signature] Title: President  
 Print Name: Donald R. Seicz Date: 12/4/13

Subscribed and sworn before me this 14 day of December, 2013  
 My Commission expires: [Signature]  
[Signature] (Affiant)  
Donald R. Seicz, President (Print name & title of affiant) (Corporate Seal)

LATOYA N SHERMAN  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES JUNE 7, 2016  
 I.D.# 2340997

Certification 36024

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to  
N.J.A.C. 17.27-11 et seq. and the State Treasurer has approved said report. This approval will remain in  
effect for the period of **15-OCT-2011** to **15-OCT-2018**

**NETWORK MANAGEMENT SOLUTIONS, INC.  
1122 ROUTE 22  
MOUNTAINSIDE NJ 07092**



  
Andrew F. Sidman Enstrom  
State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 352  
TRENTON NJ 08646-0352

TAXPAYER NAME:

NETWORK MANAGEMENT SOLUTIONS, INC.

TRADE NAME:

SEQUENCE NUMBER:

0659986

ADDRESS:

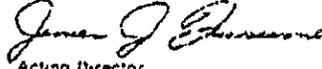
1122 RT 22  
MOUNTAINSIDE NJ 07092

ISSUANCE DATE:

08/14/06

EFFECTIVE DATE:

01/10/86



Acting Director  
New Jersey Division of Revenue

FJRM:BRC(08-01)

~~THIS CERTIFICATE IS NOT ASSIGNABLE OR TRANSFERABLE. IT MUST BE FORWARDED BY MAIL TO THE ABOVE ADDRESS.~~

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.250

Agenda No. 10.Z.5

Approved: APR 09 2014

TITLE:



## **RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH COMPREHENSIVE PSYCHOLOGICAL SERVICES FOR THE PSYCHOLOGICAL EVALUATIONS OF FIRE FIGHTER CANDIDATES FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF FIRE**

**COUNCIL AS A WHOLE**, offered and moved adoption of the following Resolution:

**WHEREAS**, the Department of Public Safety/Division of Fire requires additional fire fighters due to retirements and to comply with Federal Grant Funding requirements, and

**WHEREAS**, the New Jersey Civil Service Commission has promulgated a list of candidates for the position of fire fighter; and

**WHEREAS**, it is the obligation of the appointing authority to insure that it fairly considers every candidate and to ensure that it acts responsibly in its hiring procedures; and

**WHEREAS**, the City has a need to acquire these services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, the Director of Public Safety has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, Comprehensive Psychological Services, 623 Raritan Road, Clark, NJ 07066 in the State of New Jersey is capable of providing such services; and

**WHEREAS**, the Comprehensive Psychological Services has had previous experience in providing psychological evaluation of fire fighter candidates for Jersey City and other municipalities in the State of New Jersey; and

**WHEREAS**, these services qualify as professional service exempt from public bidding, under the Local Public Contracts Law, N.J.S.A. 40A:11 et seq.; and

**WHEREAS**, Comprehensive Psychological Services has agreed to provide their services to the Jersey City Division of Fire for a one (1) year period beginning April 1, 2014 - March 31, 2015 for a fee of 475.00 per candidate, and

**WHEREAS**, the maximum amount of the agreement is \$19,000.00 and is available in Account # 01-201-25-265-312; and

**WHEREAS**, the Comprehensive Psychological Services has completed and submitted a Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution, and

TITLE: **APR 09 2014**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH COMPREHENSIVE PSYCHOLOGICAL SERVICES FOR THE PSYCHOLOGICAL EVALUATIONS OF FIRE FIGHTER CANDIDATES FOR THE FIRE DEPARTMENT**

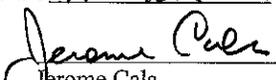
WHEREAS, the resolution authorizing the award and the agreement itself must be made available for public inspection; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

- A. The Mayor or Business Administrator is authorized to execute a professional services agreement with Comprehensive Psychological Services. The Comprehensive Psychological Services substantially in the form of the attached is for providing psychological evaluation of fire candidates for a fee of \$475.00 per candidate for a total contract amount not to exceed \$19,000.
- B. The term of the agreement is for one (1) year effective April 1, 2014 and ending March 31, 2015.
- C. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11 et seq.
- D. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution, and
- E. A copy of this resolution published in a newspaper of general circulation within the City of Jersey City, as required by N.J.S.A. 40A:11-1, et seq, within 10 days of adoption of this resolution.
- F. This contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$19,000.00 are available in Account No. 01-201-25-265-312. PO 113202

  
Donna Mauer  
Chief Financial Officer

  
Jerome Cala  
Assistant Director of Public Safety

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

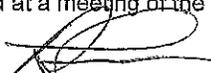
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

  
\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH COMPREHENSIVE PSYCHOLOGICAL SERVICES FOR THE PSYCHOLOGICAL EVALUATIONS OF FIRE FIGHTER CaNDIDATES FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF FIRE

**Project Manager**

Department/Division	Department of Public Safety	Division of Fire
Name/Title	Jerome Cala	Assistant Director of Public Safety
Phone/email	201-547-4239	jcala@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The Jersey City Department of Public Safety, Division of Fire requires additional fire fighters due to retirements, to comply with the Federal Grant Funding requirements and to ensure the safety and wellbeing of its constituents.

It is the responsibility of the appointing authority to insure that it fairly considers each candidate and that it acts responsibly in its hiring process. Therefore, the city requires pre employment psychological evaluation of each candidate.

**Cost (Identify all sources and amounts)**

Not to exceed \$19,000

**Contract term (include all proposed renewals)**

One year

Type of award Professional services

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

*Jerome Cala*  
Signature of Department Director

*4/1/14*  
Date

# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

Requisition #

0165776

Assigned PO #

## Requisition

**Vendor**  
COMPREHENSIVE PSYCHOLOGICAL  
623 RARITAN ROAD  
CLARK NJ 07066

**Dept. Bill To**  
FIRE HEADQUARTERS  
465 MARIN BLVD.  
JERSEY CITY NJ 07302

**Dept. Ship To**  
FIRE HEADQUARTERS  
465 MARIN BLVD.  
JERSEY CITY NJ 07302

CO123075

**Contact Info**  
Janis  
0000004898

Quantity	UOM	Description	Account	Unit Price	Total
40.00	SER	PSYCHOLOGICAL EVAL PRE EMPLOYMENT PSYCHOLOGICAL EVALUATION ON NEW RECRUITS, APPROXIMATELY 40 EVALUTIONS. SEE ATTACHED	01-201-25-265-312	475.00	19,000.00

Requisition Total 19,000.00

Req. Date: 04/01/2014

Requested By: JANIS

Buyer Id:

Approved By: 

**This Is Not A Purchase Order**

**COMPREHENSIVE PSYCHOLOGICAL SERVICES, P.A.**

623 RARITAN ROAD · CLARK, NEW JERSEY 07066

Telephone: 732 574-9500 · Fax: 908 486-9117

Tax ID 22-3051105 · NPI 1306046008

---

**EDWARD C. HIGGINS, Ph.D.**  
Founder ~ 1975

**BETTY C. Mc LENDON, Psy.D.**  
N.J. License #02513  
EXECUTIVE DIRECTOR

March 25<sup>th</sup>, 2014

To: James Shea, Esq.  
Jersey City Director of Public Safety

From: Dr. Betty C. McLendon

Via Fax: 201 547-5298

Re: Pre employment Psychological Evaluation

---

Pursuant to your telephonic request of today, I herewith submit our fee schedule for Pre employment Psychological Evaluation for the period January 1<sup>st</sup>, 2014 through December 31<sup>st</sup>, 2014.

Pre employment Psychological evaluation    \$475.00 per candidate.

Thank you for your interest. Should you have any question, please feel free to contact us.

COMPREHENSIVE PSYCHOLOGICAL SERVICES, P.A.



Betty C. McLendon, Psy.D.  
Licensed Psychologist

BCMcL:m

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Comprehensive Psychological Services, PA (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Comprehensive Psychological Services, PA (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Comprehensive Psychological Services P.A

Signed Betty C Mc Lendon Title: Executive Director

Print Name BETTY C McLENDON Date: March 31, 2014

Subscribed and sworn before me this 31 day of MARCH, 2014.

My Commission expires: \_\_\_\_\_  
Mary C. Slavin  
(Affiant)

March 7, 2019

Notary Public of New Jersey  
(Print name & title of affiant) (Corporate Seal)

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (v).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
BETTY C McLENDON	20 Southfield Road Edison, NJ 08820

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Comprehensive Psychological Services, P.A.  
 Signed: Betty C McLendon Title: Executive Director  
 Print Name: BETTY C McLENDON Date: March 31 2014

Subscribed and sworn before me this 31 day of March, 2014  
 My Commission expires: March 7 2019  
Mary C Slavin  
 (Affiant)  
Notary Public of New Jersey  
 (Print name & title of affiant) (Corporate Seal)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** COMPREHENSIVE PSYCHOLOGICAL SERVICES P.A.  
**Trade Name:** COMPREHENSIVE PSYCHOLOGICAL SERVICES  
**Address:** 623 RARITAN RD  
CLARK, NJ 07066-2233  
**Certificate Number:** 0565533  
**Effective Date:** April 10, 1991  
**Date of Issuance:** March 28, 2014

**For Office Use Only:**  
20140328151553545

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): BETTY C. McLENDON, Psy.D. Executive Director

Representative's Signature: Betty C. McLendon

Name of Company: Comprehensio Psychological Services, P.A.

Tel. No.: 732 574 9500

Date: March 25, 2014

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: BETTY C. McLENDON Psy D Executive Director  
Representative's Signature: Betty C. McLendon Psy D  
Name of Company: Comprehensiv Psychological Services, P.A  
Tel. No.: 732 574-9500 Date: March 25, 2014

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Comprehensive Psychological Services, P.A.  
Address : 623 Raritan Road - Clark, New Jersey, 07066  
Telephone No. : 732 574-9500  
Contact Name : Mary

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Comprehensive Psychological Services, P.A.

Address: 623 Rantun Road - Clark, New Jersey 07066

Telephone No.: 732 574-9500

Contact Name: Mary

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

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**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

Certification 19868

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-SEP-2009** to **15-SEP-2016**

**COMPREHENSIVE PSYCHOLOGICAL SERVICES, P.A.  
623 RARITAN ROAD  
CLARK**

NJ 07066



A handwritten signature in black ink, appearing to be "R. D. O.", written over a horizontal line.

State Treasurer

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.251

Agenda No. 10.Z.6

Approved: APR 09 2014



TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND USABLE LIFE INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR NON-MANAGEMENT EMPLOYEES AS EXTRAORDINARY UNSPECIFIABLE SERVICES

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City must provide Life Insurance pursuant to the City's Labor Agreements to all non-management employees; and

WHEREAS, the present contract with USable Life Insurance expired February 28, 2014 and it is necessary to continue to provide life insurance for non-management employees; and

WHEREAS, the Broker for the City of Jersey City has solicited and received quotes from three (3) life insurance providers; and

WHEREAS, the USable Life Insurance Company is a life insurance provider; and

WHEREAS, the City of Jersey City desires to enter into an agreement, with the USable Life Insurance Company for a period of one (1) year effective March 1, 2014 and expiring February 28, 2015 with the option to renew the contract at the City's discretion for one (1) additional year at the same rate; and

WHEREAS, the City of Jersey City may enter into a contract for life insurance pursuant to N.J.S.A. 40A:11-5(1)(m) as Extraordinary Unspecifiable Services ("EUS"); and

WHEREAS, Robert Kakoleski, the City Acting Business Administrator, has certified that this meets the statutes and regulations governing the award of said contract; and

WHEREAS, the resolution authorizing the award and the contract itself must be available for public inspection; and

WHEREAS, the total amount of the one (1) year contract is TWO HUNDRED FIFTY THREE THOUSAND (\$253,000.00) DOLLARS; and

WHEREAS, during the term of this contract the City Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) percent to cover cost increases resulting from the hiring of new non-management employees; and

WHEREAS, the award of a contract for insurance is not subject to the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et.seq.; and

APR 09 2014

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF JERSEY CITY AND USABLE LIFE  
INSURANCE COMPANY TO PROVIDE LIFE INSURANCE  
FOR NON-MANAGEMENT EMPLOYEES AS EXTRAORDINARY  
UNSPECIFIABLE SERVICES**

WHEREAS, USable Life Insurance Company has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of SIXTY-FIVE THOUSAND DOLLARS (\$65,000) are available in the 2014 temporary budget in account number 01-201-23-220-809; and

WHEREAS, the continuation of this agreement is contingent upon the availability and appropriation annually of sufficient funds in the 2014 calendar year budget and in subsequent calendar year budgets.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement with USable Life Insurance Company to provide life insurance for non-management employees for a term of 12 months effective March 1, 2014 and expiring on February 28, 2015. The City will have the option to renew the contract for one (1) additional year at the same rate.
2. The contract is authorized as an EUS pursuant to N.J.S.A. 40A:11-5(1)(m) and pursuant to the EUS certification attached hereto.
3. The total cost to the city for the one (1) year contract is TWO HUNDRED FIFTY THREE THOUSAND (\$253,000.00) DOLLARS.
4. The continuation of the contract after the expenditure of funds encumbered in the 2014 temporary budget shall be subject to the availability and appropriation of sufficient funds in the Calendar Year 2014 permanent budget and in subsequent calendar year budgets.
5. Upon certification by an official or employee of the city authorized to attest that USable Life Insurance Company has provided services in accordance with the contract, then; payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.

APR 09 2014

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND USABLE LIFE INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR NON-MANAGEMENT EMPLOYEES AS EXTRAORDINARY UNSPECIFIABLE SERVICES**

7. The award of this contract shall be subject to a condition that USable Life Insurance Company provides satisfactory evidence of compliance with the applicable Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A 10:5-31 et seq.

I, Donna Mauer, Chief Financial Officer hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

*P.O. # 112893*

*Donna Mauer*

Donna Mauer,  
Chief Financial Officer

APPROVED: \_\_\_\_\_

*[Signature]*  
Business Administrator

APPROVED AS TO LEGAL FORM \_\_\_\_\_

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED *9-0*

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4.9.14							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*[Signature]*

Rolando R. Lavarro, Jr., President of Council

*[Signature]*

Robert Byrne, City Clerk

EXTRAORDINARY UNSPECIFIABLE SERVICES CERTIFICATION

DATE: March 12, 2014  
 TO: Municipal Council  
 FROM: Robert Kakoleski, Acting Business Administrator  
 RE: Contract to provide life insurance for Non-Management Employees

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: USABLE Life Insurance Company  
 Cost: \$253,000.00  
 Period: March 1, 2014 TO February 28, 2015  
 Purpose: To provide a life insurance policy for non-management employees of the City of Jersey City

This is to request an award of a contract without the receipt of formal bids as Extraordinary, Unspecifiable Services [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. Provide a clear description of the nature of the work to be done.

USABLE will provide a life insurance policy for all non-management employees.

2. Describe in detail why the contract meets the provisions of the statute and rules:

The contract is for providing life insurance coverage for City non-management employees. N.J.S.A. 40A:11-5(m) states that contracts for insurance may be awarded in accordance with the regulations applicable to extraordinary, unspecifiable services contracts.

3. The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

The services provided change on a daily basis with deletions and additions of employees.

4. Describe the informal solicitation of quotations:

The City Broker of Record received quotes from three (3) Insurance Companies as follows.

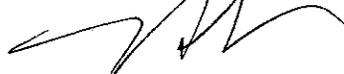
<u>COMPANY</u>	<u>LIFE RATE</u>	<u>AD &amp; D RATE</u>	<u>RETIREE RATES</u>
USABLE Life*	\$.18	\$.02	\$1.56/\$2.60
MetLife	\$.19	\$.03	\$1.728/\$2.84
The Standard	\$.23	\$.03	\$2.25/\$3.25

\*Indicates guaranteed premium rate for two year period.

APR 09 2014

5. I have reviewed the rules of the Division of Local Department Services as contained in N.J.A.C. 5:34-2.1 et. seq. and certify that the proposed contact may be considered as an extraordinary, unspecifiable service in accordance with the requirements thereof.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Rakoleski', written over the typed name.

Robert Rakoleski  
Business Administrator

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND USABLE LIFE INSURANCE COKMPANY TO PROVIDE LIFE INSURANCE FOR NON-MANAGEMENT EMPLOYEEESAS EXTRAORDINARY UNSPECIFIABLE SERVICES

**Project Manager**

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To provide life insurance for non-management employees, as per contractual agreement with unions.

The City Broker of Record received quotes from three (3) Insurance Companies as follows.

<u>COMPANY</u>	<u>LIFE RATE</u>	<u>AD &amp; D RATE</u>	<u>RETIREE RATES</u>
USAbLe Life*	\$ .18	\$ .02	\$1.56/\$2.60
MetLife	\$ .19	\$ .03	\$1.728/\$2.84
The Standard	\$ .23	\$ .03	\$2.25/\$3.25

**Cost (Identify all sources and amounts)**

Account: 01-201-23-220-809  
\$253,000.00 – one year

**Contract term (include all proposed renewals)**

One year (March 1, 2014 – February 28, 2015)  
One year renewal at the same rate.

Type of award

If "Other Exception", enter type

**Additional Information**

[Empty box for additional information]

I certify that all the facts presented herein are accurate.

Mary Rams  
Signature of Department Director

4/2/14  
Date

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND USABLE LIFE INSURANCE COKMPANY TO PROVIDE LIFE INSURANCE FOR NON-MANAGEMENT EMPLOYEESAS EXTRAORDINARY UNSPECIFIABLE SERVICES

**Project Manager**

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To provide life insurance for non-management employees, as per contractual agreement with unions.

**Cost (Identify all sources and amounts)**

Account: 01-201-23-220-809  
\$253,000.00 – one year

**Contract term (include all proposed renewals)**

One year (March 1, 2014 – February 28, 2015)  
One year renewal at the same rate.

**Type of award**

Other Exception

**If "Other Exception", enter type**

Insurance contracts are not subject to Pay to Play law.

**Additional Information**

I certify that all the facts presented herein are accurate.

Nancy Kames  
Signature of Department Director

3/31/14  
Date



February 20, 2014

City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

RE: Policy Number: 50003019

Dear Benefits Administrator,

Your group life and disability insurance plan with US Able Life renews 3/1/2014. We have completed the review of the rates for your plan. Based on this analysis, we have determined that a rate adjustment is indicated. The new rates will be effective 3/1/2014. The new rates are as follows:

<u>Benefit</u>	<u>Current Rate</u>	<u>Renewal Rate</u>	<u>Rate Guarantee</u>
Group Term Life	\$0.164	\$0.18	3/1/2016
AD&D	\$0.02	\$0.02	3/1/2016
Retiree Life	\$2.376	\$2.60	3/1/2016
Retiree Life	\$1.428	\$1.56	3/1/2016

Thank you for giving us the opportunity to serve your employees' insurance needs. Please feel free to contact our office (501-375-7200 or 800-648-0271) or your local insurance representative whenever we can be of assistance.

Sincerely,

Henry W. Reed,  
Vice President, Group Underwriting

The City of New Jersey accepts the renewal rates shown above.

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Date Signed

3/21/14



320 W. Capitol • P.O. Box 1650 • Little Rock, AR 72203-1650  
(501) 375-7200 • (800) 648-0271

**POLICYHOLDER:**  
CITY OF JERSEY CITY

**PREMIUM DUE DATE:**  
First Day of Each Policy Month

**POLICY NUMBER:**  
50003019

**ANNIVERSARY DATE:**  
March 1, 2012 and Each  
Succeeding March 1

**EFFECTIVE DATE:**  
March 1, 2011

**STATE OF DELIVERY:**  
NEW JERSEY

US Able Life agrees with the policyholder to insure covered persons who are entitled to the insurance provided by this policy. This policy is issued in consideration of the application of the policyholder, and the payment of the first premium. The first premium is due and payable on the effective date of the policy. Subject to the policy's grace period provision, all premiums after the first must be paid when or before they are due.

This policy is a legal contract between the policyholder and US Able Life. PLEASE READ THIS POLICY CAREFULLY.

Signed for US Able Life:

Secretary

President

Nonparticipating  
Renewable

**Group Term Life and Accidental Death & Dismemberment Insurance Policy**

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## **Section 1 – Schedule of Insurance**

**Policyholder:** CITY OF JERSEY CITY

**Policy Number:** 50003019

**Policy Effective Date:** March 1, 2011

**Renewal Date:** March 1, 2014

The Schedule(s) of Insurance for the Group Term Life and Accidental Death & Dismemberment Insurance Policy are shown in the Certificate(s) of Insurance.

The Schedule of Insurance will control the:

1. benefit amounts and maximum limits;
2. eligibility and effective date rules; and
3. other schedule amounts and limits,

which apply to the employees of the policyholder.

## **Section 2 – Associated Company**

We will insure the eligible employees of the policyholder's affiliates or subsidiaries listed on the Group Insurance Application.

### **Newly Acquired Organizations**

The policy applies only to the policyholder as composed on the effective date of the policy or as thereafter amended.

New employees acquired through merger, stock purchase, exchange of stock, or otherwise may be covered under the policy. Their coverage is subject to the following conditions:

1. that the policyholder report to us the name of the newly acquired organization along with any underwriting data we may need to determine the correct premium;
2. that we accept the newly acquired organization for coverage; and
3. that the policyholder pays the correct additional premium.

Coverage will start in accordance with the "Eligibility and Effective Date" provisions in the certificate. In no case, however, will coverage continue for more than 60 days after the acquisition or merger unless:

1. the required report has been made; and
2. the newly acquired organization has been accepted for coverage and the additional premium has been agreed on and paid.

The policyholder must pay for any period in which coverage is in effect.

## **Section 3 – Incorporation Provision**

### **Certificate**

The certificate(s) and the endorsement(s) or rider(s), which are attached to this policy are hereby incorporated in, and made a part of, this policy. If there is any conflict between the terms and conditions of this policy and an attachment, this policy shall be controlling.

The terms found in the certificate(s) include:

1. the benefit plan provisions;
2. the eligibility and effective date of insurance rules;
3. the termination of insurance rules; and
4. exclusions.

## **Section 4 – Premium Provisions**

### **Premium Payments**

The policyholder must pay all premiums in advance at our Home Office or to one of our agents in accordance with the policy application, which is incorporated as the signature page of this policy upon acceptance and issuance of this policy by USAble Life. The policyholder may request on any policy anniversary that the frequency of premium payment be changed to any frequency we offer for such policy.

### **Calculation of Premiums**

The first premium is due on the policy effective date. Payment of that premium shall constitute acceptance of the policy. Future premiums are due on each premium due date. The premium is based on the premium rate and the amount of insurance in effect for the month reported on the premium due date. We will furnish premium rates to the policyholder with an explanation of how to apply them.

### **Our Right to Change Premium Rates**

We may change the premium rate:

1. after the first renewal date;
2. at the end of any rate guarantee period; or
3. when our liability changes.

Payment of the changed premium rate shall constitute acceptance of that change.

Unless our liability changes:

1. we will not change the rates more than once in any period of 12 consecutive months;  
and
2. we will give the policyholder 31 days advance written notice of an increase in rates.

## Section 5 – Policy Provisions

### Entire Contract

The contract between the parties consists of:

1. the policy, any amendments and addenda; and
2. the application of the policyholder, a copy of which is attached to and made a part of the policy when issued, as may be amended during the term of this policy; and
3. the certificates, and the endorsements or riders which are attached to and made a part of the policy when issued; as may be amended during the term of this policy; and
4. the enrollment forms, if any, of each covered person.

All statements made by the policyholder and persons insured under the policy will be deemed representations and not warranties. No statement will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his authorized representative.

### Incontestability

Except for non-payment of premium, the insurance provided to each covered person by the policy cannot be contested after a period of two (2) years from the effective date of each covered person.

No statement made by a covered person relating to the person's insurability will be used in contesting the validity of the insurance with respect to which the statement was made after the insurance has been in force prior to the contest for a period of two years during the covered person's lifetime or unless it is contained in a written instrument signed by the person.

### Changes to the Policy

The policyholder owns the policy. We may change any or all of the provisions of this policy by notifying the policyholder. We must give the policyholder at least 31 days advance written notice of any change, unless the policyholder accepts an amendment during that period. The policy may also be changed in whole or in part when there is any change in laws or regulations which affect our obligations under the policy. A change must be approved by one of our executive officers and evidenced by endorsement on the policy, or by amendment to the policy signed by us and the policyholder. No agent can change the policy or waive any of its provisions. Payment of the applicable premium following any change of this policy in accordance with this section shall constitute acceptance of that change.

### Grace Period

We will allow the policyholder a 31 day grace period for the payment of all premiums after the first. During this 31 day period, the policy will stay in force. If the owed premium is not paid by day 31, the policy will automatically terminate. The policyholder is liable, however, for the payment of a pro rata premium for the time the policy was in force during the grace period. If the policyholder gives us written advance notice of an earlier cancellation date, the policy will terminate on the earlier date.

### Termination of Policy

#### For Cause

1. We may terminate this policy if we do not receive any premium when due in accordance with the Grace Period provision of the policy.

2. Either party may terminate this policy upon 30 days advance written notice, if the other party breaches its obligations and fails to cure that breach to the other party's reasonable satisfaction within that 30 day notice period.
3. Either party may terminate this policy, with or without prior notice, effective as of midnight prior to the date that the other party:
  - a. ceases doing business as a going concern;
  - b. makes an assignment for the benefit of creditors;
  - c. admits in writing that it is unable to pay debts as they come due; or
  - d. consents to the appointment of a trustee or receiver; or if a trustee or receiver is appointed pursuant to applicable Federal or State bankruptcy, insolvency or similar laws.
4. We may terminate this policy, upon not less than 30 days written notice if the employer fails to comply with a material plan provision relating to the employer's premium contribution or group participation rules or if we determine there has been a material change affecting the risk assumed under this policy.
5. Upon written notice, we may terminate or rescind the policy for fraud or misrepresentation by the employer of material fact concerning the employer within two years of the policy effective date.
6. Upon written notice, we may terminate or rescind the coverage on a covered person for fraud or misrepresentation by the covered person of material fact concerning the covered person within two years of the covered person's effective date.

#### Because of Inability to Perform Obligations

The policy may be immediately suspended or terminated by written notice to the other party if either party is unable to perform its obligations for reasons beyond its control, including:

1. complete or partial destruction of facilities or equipment;
2. lockout, strike, riot, war, act of God, or any ordinance, law, order or decree of any governmental authority.

Neither party will be required to perform its duties nor be liable for any damages arising from the suspension or termination of this policy pursuant to this provision.

#### **Certificate**

We will give the policyholder an individual certificate for distribution to each covered employee. The certificate is part of the policy, and will explain the important features of the policy.

#### **Data to Be Furnished**

The policyholder will give us all information we need regarding matters pertaining to the insurance. At any reasonable time while the policy is in force and for one year after that, we may inspect any of the policyholder's documents, books, or records which may affect the insurance or premiums of this policy.

If the policyholder gives us any incorrect information, the relevant facts will be reviewed to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the policyholder or covered individual. Any required adjustment may be made in coverage, premiums or benefits. However, payment of premium by or on behalf of an ineligible person will not entitle that person to coverage.

#### **No Replacement for Workers' Compensation**

The policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

**Time Period**

All periods begin and end at 12:01 a.m., standard time, at the policyholders address.

**Jurisdiction**

The laws of the state where it is delivered govern this policy.

## **Section 6 – Self-Administered Provisions**

The Parties to this provision are USABLE Life and the policyholder.

### **Statement of Work**

As a Self-Administered Group with respect to this policy, it is the responsibility of the policyholder to properly enroll its eligible employees for insurance coverage; to accurately collect premium for each employee's coverage; to remit that premium to us, and to maintain all documentation necessary for the administration of the coverages shown on the Schedule of Insurance.

### **The Policyholder's Obligation**

The policyholder agrees to perform, while this policy is in force, the following functions:

1. verify eligibility, as defined under the policy;
2. obtain enrollment documentation for its eligible employees on forms approved and acceptable to us, such documentation to contain sufficient information to establish proof of coverage;
3. forward all enrollment documentation for coverage that requires underwriting approval to us immediately upon receipt and inform employees that coverage is not effective until approved in writing by us;
4. maintain enrollment documentation containing proof of coverage and beneficiary designations and changes thereto;
5. provide us on an annual basis, or as requested, and no less than 90 days prior to the Anniversary Date of the policy a census of all covered persons including the following data:
  - a. Full name;
  - b. Date of birth;
  - c. Gender;
  - d. Salary, if coverage is based on salary;
  - e. Class or coverage amount by type of coverage;
  - f. Occupation, if coverage based on occupation class or for Short Term Disability coverage;
6. remit timely payment of premiums in accordance with the policy's premium provisions;
7. enforce all policy provisions including, but not limited to, guaranteed issue (GI) amount of coverage, if applicable; late enrollee requirements; Eligibility and Effective Date provisions; limits of coverage, and changes in coverage;
8. deliver certificates of insurance to each eligible employee within 30 days of the covered person's effective date of coverage. We reserve the right to review and modify, if necessary, any and all materials pertaining to the benefits provided by us, to ensure accuracy and compliance with the policy, the certificate of insurance, and any applicable federal or state law.

## **Terms**

1. As a Self-Administered Group, the policyholder will cooperate in audits performed by us and will provide all documentation required within the requested time frame. Such audits not to occur more frequently than once per 12-month period.
2. As a Self-Administered Group, the policyholder shall be responsible for proper deductions and administration of payroll functions for benefits that are funded partially or wholly by employees. Failure to deduct the proper amount, the calculation of which is determined by the Premium provisions of the policy, and duties listed in this Section of the policy will in no way increase our liability. We do not retain or exercise the right to direct, control or supervise the policyholder as to the policyholder's procedures for premium collection and reporting.
3. As a Self-Administered Group, the policyholder agrees to make an equitable adjustment of premiums, upon our approval, based on either or both of the following factors:
  - a. the amount of premium due based on the covered person's coverage;
  - b. the difference between the premium paid and the premium which would have been paid if the covered person's coverage had been correctly stated.
4. As a Self-Administered Group, the policyholder is responsible for compliance with applicable federal and state laws and specifically assumes exclusive responsibility for collection of premiums and the reporting of accurate premiums to us.
5. Enrollment periods and the period of time for any enrollment must be approved in writing by us. Enrollment documentation submitted after such approved enrollment period will require Evidence of Insurability (EOI) on a form acceptable to us, and coverage will not be effective until approved in writing by our Underwriting Department.

## **Underwriting Approval**

The policyholder may not alter, amend or expand the underwriting approval limits specified in the policy or certificate of insurance. All individual applications that require underwriting approval, as identified in item 3 of The Policyholder's Obligations provision above, must receive our written approval before coverage shall become effective.

## **Records**

All enrollments, beneficiary and premium records, and supplies kept by the policyholder relating to this Section of the policy shall be opened for inspection/audit by us or our representative at all reasonable times during the continuance of this policy. All such records and supplies shall be retained until authorization for their destruction is obtained from us.

## **Assignment**

The obligations of the policyholder set out in this Section shall not be assignable, nor may any of its functions or duties be delegated without our prior written consent.

## **Termination**

Either party may terminate self-administration of the policy by providing 30 days written notice to the other party. Notice shall be sent by certified mail and shall be effective upon receipt. The provisions of this Section shall terminate at the end of the month following the expiration of the 30 days.

**Notice**

Notice required to be given to us under this Section shall be sent to our address Attention: Corporate Document Manager. Notice required to be given under this Section to the policyholder shall be sent to the address shown in our records.

**Hold Harmless and Indemnification**

As a Self Administered Group, the policyholder shall indemnify and hold harmless US Able Life, its parents, affiliates, officers, directors, agents, successors, assigns and employees against any and all claims, demands and expenses of all kinds made against or incurred by us, resulting from or arising out of any act, negligence or misconduct of the policyholder or any agent, employee or representative of the policyholder in connection with the policyholder's duties hereunder.

**Confidentiality**

The Financial Services Modernization Act (Gramm-Leach-Bliley Act), hereinafter "GLB" requires that all parties that perform services on behalf of the Insurer and receive nonpublic personal, financial or health information, with respect to any applicant or insured of the Insurer, for use or disclosure during the service performance, are prohibited from disclosing or using such information for any reason other than to carry out the business purposes for which the information was disclosed.

**Relationship of the Parties**

In regards to this Section of the policy, the relationship between the parties shall be that of independent contractors. The parties further acknowledge that the policyholder is not our agent and shall not hold itself out as such and that the policyholder acts solely on behalf of its employees in the performance of its obligations under this Section of the policy.

USAA Life  
P.O. Box 1650  
Little Rock, Arkansas 72203

**GROUP INSURANCE APPLICATION**  
Type or Print in Black Ink

For House Office use only:  
Group #: 50003019

**SECTION I - GROUP INFORMATION**

1. Legal Name of Policyholder: CITY OF JERSEY CITY 2. Taxpayer ID#: 226002013

3. Type of Company:  Corporation  LLC  PC  S-Corp  Sole Proprietor  Partnership  Government

4. Mailing Address of Policyholder: 280 GROVE STREET City: JERSEY CITY State: NY Zip+4: 07302-3610

5. Street Address of Policyholder (if different from above): City: State: Zip+4:

6. Contact Information of Company:  
Benefits Contact Person: Michalina Turcik  
Phone Number: (201) 547-5515 Fax Number: (201) 547-4435  
Email Address: mturcik@jer1.ny.gov Web Address: 1ajer1city.nj.gov  
Billing Contact Person: Same as Above  
Phone Number: ( ) Fax Number: ( )  
Email Address: Web Address:

7. Name of Subsidiary or Affiliate Companies to be Covered: 8. Nature of Business: MUNICIPALITY 9. SIC Code:

10. Do you have any employees located in states other than the Policyholder's main address? If yes, please list states below.  Yes  No

11. Number of eligible Employees: 2350 12. Billing Method:  
Employees: 1325  Self Administration  Billed by Blue Plan  
 Benefit Focus  List Bill

13. Changes in Benefits will become effective on:  
 First day of the following month  The next anniversary date  The date of change

14. Eligibility Waiting Period (Should an employee enter another class, he will not be eligible for any additional benefits until he has completed a 30-day waiting period and has been actively at work one full day in the new class.)  
 First of Policy Month following: (a)  completion of 60 days of continuous active work, or (b)  hire date  
 Day following: (a)  completion of \_\_\_\_\_ days of continuous active work, or (b)  hire date  
Does Waiting Period apply to employees rehired within 12 months of their termination date?  Yes  No

15. Eligibility Waiting Period Applies to:  
 Future Employees only  Present & Future Employees

16. Minimum hours worked per week to be eligible:  
Basic benefits: 25 Voluntary benefits: N/A

17. Annual Enrollment date for Voluntary Coverage: N/A

18. Class Definitions (if more than one class, definitions must be specific)  
(The Insurer reserves the right to review and terminate all classes insured under this policy if any class ceases to be covered.)

Class	Description of Class	Waiting Period, if Different
1		
2	<u>SEE ATTACHED</u>	
3		
4		

Employees working less than the minimum hours per week are not eligible for coverage unless otherwise noted in class description above and approved by us. If more than four classes, use a separate sheet.

**SECTION II - LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT**

This application is made for the following coverages. Check only those boxes that apply.

Coverage	Employee Contribution	Employer Contribution	Effective Date	Termination Date
<input checked="" type="checkbox"/> Basic Life	<u>100</u>	<u>SEE ATTACHED</u>	<u>3/1/11</u>	<u>3/1/14</u>
<input checked="" type="checkbox"/> Basic AD&D	<u>100</u>	<u>"</u>	<u>3/1/11</u>	<u>3/1/14</u>
<input type="checkbox"/> Supplemental Life				
<input type="checkbox"/> Supplemental AD&D				
<input type="checkbox"/> Dependent Life (Option 1)				
<input type="checkbox"/> Dependent Life (Option 2)				
<input type="checkbox"/> Voluntary Life				
<input type="checkbox"/> Voluntary AD&D				

\*Cannot be purchased as stand alone coverage.  
Multiple of salary benefits will be rounded to the  nearest  lower  higher \$ \_\_\_\_\_ if not already a multiple

<b>SCHEDULE OF BENEFITS</b>
-----------------------------

POLICYHOLDER: CITY OF JERSEY CITY

POLICY NUMBER: FD0545-0001

<u>CLASS</u>	<u>DEFINITION</u>	<u>LIFE BENEFIT</u>	<u>AD&amp;D BENEFIT</u>
1	Active members of the Jersey City Supervisors Association.	\$15,000	\$25,000
2	Active members who are School Crossing Guards.	\$7,500	NONE
3	Active members of Locals 69, 62A, 203, 245 and 246.	\$15,000	\$15,000
4	Active Police and Firefighters.	\$10,000	\$10,000
5	Members who retired on or after January 1, 1971 but before January 1, 1974.	\$1,500	NONE
6	Members who retired on or after January 1, 1974 but before January 1, 1988.	\$2,000	NONE
7	Members who retired on or after January 1, 1988.	\$5,000	NONE

BENEFIT REDUCTIONS

Class 1. Basic Life and AD&amp;D benefits reduce to \$5,000 at age 65.

Class 2. No Reductions.

Class 3. Basic Life and AD&amp;D benefits reduce to \$10,000 at age 65.

Class 4. No Reductions.

Class 5. No Reductions.

Class 6. No Reductions.

Class 7. No Reductions.

OTHER PROVISIONS

- \* The Waiver of Premium and the Actively at Work Provision is not applicable to Classes 6, 7 and 8 (Retirees).
- \* If your employment is terminated and you are retired within 90 days, the eligibility period will be waived.

FDLI-604-999

1

Benefit amounts may be subject to decrease from limits or undersubscribing requirements as stated in the Application.



Legal Name of Policyholder		CITY OF JERSEY CITY		Policy ID#	226002013			
<b>SECTION III. SHORT TERM DISABILITY</b>								
This application is made for the following coverages. Check only those boxes that apply.								
	Employer Contribution	Enrolled Employees	Effective Date	Renewal Date				
<input type="checkbox"/> Basic/Corp STD		NA						
<input type="checkbox"/> Buy Up STD*		NA						
<input type="checkbox"/> Voluntary STD (VIP)		NA						
*Cannot be purchased as stand alone coverage.								
<b>Basic Short Term Disability</b>								
Class	Cover/Buy Up	Flat Amount	Percent of Salary	Max. Benefit	Benefit Plan*			
1	<input type="checkbox"/> Core <input type="checkbox"/> Buy Up							
2	<input type="checkbox"/> Core <input type="checkbox"/> Buy Up							
3	<input type="checkbox"/> Core <input type="checkbox"/> Buy Up							
4	<input type="checkbox"/> Core <input type="checkbox"/> Buy Up							
*Example of a Benefit Plan: 1-8-13: This means disabilities due to accidents begin on the first day. Disabilities due to sickness begin on the eighth day. Benefits will be paid for a 13 week duration.								
<b>Voluntary STD Income Protection (VIP)</b>								
Amount of insurance selected by the employee in increments of \$10 not to exceed _____% of weekly earnings. Minimum: \$100 Maximum: <input type="checkbox"/> \$750 <input type="checkbox"/> _____								
Benefit Plan: _____ Industry Class: _____								
Reduction & Termination: Benefit reduction due to age will be effective on the anniversary following the insured's birthday. Benefits reduce to 66 2/3% at age 65, and terminate at age 70 or upon retirement, whichever occurs first.								
Are premiums sheltered under a Section 125 Cafeteria plan? <input type="checkbox"/> Yes <input type="checkbox"/> No								
*Example of a Benefit Plan: 1-8-13: This means disabilities due to accidents begin on the first day. Disabilities due to sickness begin on the eighth day. Benefits will be paid for a 13 week duration								
Replacement: Is VIP a Replacement from Another Carrier? <input type="checkbox"/> Yes <input type="checkbox"/> No								
Previous Carrier: _____ Termination Date: _____								
If prior coverage, include a copy of the prior carrier's plan.								
<b>SECTION IV. LONG TERM DISABILITY</b>								
This application is made for the following coverages. Check only those boxes that apply.								
	Employer Contribution	Enrolled Employees	Effective Date	Renewal Date				
<input type="checkbox"/> Basic LTD		NA						
<input type="checkbox"/> Buy Up LTD*		NA						
<input type="checkbox"/> Voluntary LTD		NA						
*Cannot be purchased as stand alone coverage.								
<b>Basic and Buy Up Features</b>								
Class	Elimination Period	Own Occupation Monthly Benefit	Salary Includes		SS Integration		Benefit Calculation	
			Deductions	Contributions	Primary	Primary Family	Direct	Rate of Credits
1			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
2			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
3			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
4			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Class	Basic		Buy Up		Buy Up			
	% of Salary	Monthly Amt.	% of Salary	Monthly Amt.				
1								
2								
3								
4								

Legal Name of Policyholder **CITY OF JERSEY CITY** Taxpayer ID# **226002019**

**SECTION IV. LONG TERM DISABILITY CONTINUED**

Maximum Benefit Period	Class	1	2	3	4	5	6	7
Reducing Benefit Duration								
SS Normal Retirement Age (SSNRA)								
2 Year benefit (ADEA)								
3 Year benefit (ADEA)								
5 Year benefit (ADEA)								

Minimum Monthly Benefit  
 Flat amount \$ \_\_\_\_\_ or  Flat amount of \$ \_\_\_\_\_ or 10%, whichever is greater

Optional LTD Riders  
 Education Benefit  Medical and COBRA Premium \$ \_\_\_\_\_  Cost of Living Adjustment # of Adjustments \_\_\_\_\_ %  
 Activities of Daily Living  Accidental Dismemberment

Disability Definition:  Earnings & Occupation Test  Occupation Test Only  
 Earnings, Occupation, and Contagious Disease (Only available for Medical Groups)

Pre-Existing Condition Exclusion  
 9/9/12  3/6/12  12/6/24  6/12  6/6/12  12/12

Voluntary Long Term Disability (vLTD)  
 Industry Class: \_\_\_\_\_ Elimination Period:  90 Days  180 Days

Maximum Benefit Period:  
 2 years Sickness or Accident  5 years Sickness or Accident  SSNRA Sickness or Accident  
 a. Amount of insurance: Selected by the employee in increments of \$100 not to exceed 60% of monthly salary.  
 b. Pre-existing Condition Exclusion: 12/6/24  
 c. The Minimum Monthly Benefit is \$ 100.00 or 10% of the Monthly Disability Benefit, whichever is greater  
 d. Policy Features include: + 24 Month Own Occupation + Three month Survivor Benefit + Waiver of Premium + Primary and Family Social Security Integration  
 e. Are premiums sheltered under a Section 125 Cafeteria plan?  Yes  No

Replacement: Are any of the following a replacement of similar coverage?  
 Yes  No  If yes, Previous Carrier \_\_\_\_\_ Termination Date \_\_\_\_\_

LTD  
 VLTD

If prior coverage, include a copy of the prior carrier's plan.  
**W-2 Service Options for LTD:**  
 Option 1: Withhold federal income taxes and the employee's portion of FICA. Prepare and file W-2 Forms.  
 Option 2: Withhold federal income taxes and the employee's portion of FICA. Policyholder waives W-2 Forms services.  
 A detailed description of the W-2 services elected by policyholder pursuant to this application will be sent to the policyholder by mail. Such services will be performed in accordance with the above election and established standard procedures.

**SECTION V. AUTHORIZATION**

REMARKS OR SPECIAL PROVISIONS:

The undersigned employer and/or authorized representative hereby: (a) request that if he approved for insurance coverage through USABLE Life and agrees to comply with all terms and provisions of the Group Policy(ies) issued in response to this application, (b) certify that the statements and answers given in this application are true, complete and correctly recorded to the best of their knowledge and belief  
 It is understood and agreed that this application shall be made a part of the policy or policies applied for and that no insurance shall be effective until approved by the Company at its Home Office.  
**Insurance Fraud Warning - Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.**

JERSEY CITY, NJ \_\_\_\_\_ 3/16/11 \_\_\_\_\_  
 Date of (City, State) Date  
 \_\_\_\_\_ Supervising Admin.  
 Signature of Policyholder and Title Analyst  
 \_\_\_\_\_  
 Signature of Marketing Representative Signature of Marketing Manager Signature of Broker, if applicable

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.252

Agenda No. 10.Z.7

Approved: APR 09 2014

TITLE:



**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED LICENSE AGREEMENT WITH E.A. TOLENTINO AND H. CLAY IRVING III, OWNERS OF AN UNIMPROVED, EMPTY LOT LOCATED AT BLOCK 15202, LOT 31, MORE COMMONLY KNOWN AS 157-161 SUMMIT AVENUE, FOR THE USE OF THEIR LOT FOR PARKING.**

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, The City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, Jersey City, New Jersey;

**WHEREAS**, the City's Department of Health & Human Services is relocating some of its offices to a certain property located at 199 Summit Avenue; and

**WHEREAS**, the property located at 199 Summit Avenue lacks sufficient parking space for all of the employees who will be working there; and

**WHEREAS**, E.A. Tolentino and H. Clay Irving III ("the owners") own a certain property near 199 Summit Avenue known as Block 15202, Lot 31 on the official tax map of the City, and is more commonly known by the street address of 157-161 Summit Avenue Jersey City, New Jersey 07304; and

**WHEREAS**, the owners' property is currently an unpaved lot; and

**WHEREAS**, the City is desirous of using this empty lot for parking by the City's employees who will be working at 199 Summit Avenue; and

**WHEREAS**, the City must improve the lot in order to make it suitable for parking; and

**WHEREAS**, the owners' lot can accommodate approximately fifty-seven (57) parking spaces; and

**WHEREAS**, the City wishes to use the owner's lot for the City's exclusive use for the duration of this Agreement, or until a formal lease between the City and the owners for of this lot can be approved and executed, whichever comes first; and

**WHEREAS**, the owners agree to grant the City the right to use the 57 parking spaces for \$50 per space per month pursuant to the provisions of the License Agreement attached hereto; and

**WHEREAS**, the City agrees to improve the lot in order to make it suitable for parking; and

**WHEREAS**, there are sufficient funds available in the Municipal Rental Account, account #01-201-31-432-304 to pay the rental charges incurred under this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. An Amended License Agreement with E.A. Tolentino and H. Clay Irving III, who maintain offices located at 600 Pavonia Avenue, Jersey City, New Jersey 07306 is hereby approved.
2. The Business Administrator is authorized to execute the amended License Agreement subject to the following minimum terms:

City Clerk File No. Res. 14.252

Agenda No. 10.Z.7

TITLE: APR 09 2014

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED LICENSE AGREEMENT WITH E.A. TOLENTINO AND H. CLAY IRVING III, OWNERS OF AN UNIMPROVED, EMPTY LOT LOCATED AT BLOCK 15202, LOT 31, MORE COMMONLY KNOWN AS 157-161 SUMMIT AVENUE, FOR THE USE OF THEIR LOT FOR PARKING.**

- A. The Property: Block 15202, Lot 31 on the official tax map of the City, more commonly known by the street address of 157-161 Summit Avenue Jersey City, New Jersey 07304.
  - B. The Term: A period not to extend beyond June 30, 2014.
  - C. The Fee: \$50.00 per space, per month, for the duration of this License Agreement, payable on the first day of each month, prorated for the first month.
3. This Resolution hereby rescinds a previous version of this License Agreement approved at the Municipal Council's March 26, 2014 meeting.
4. The final version of the License Agreement shall be substantially in the form attached, subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel or the Business Administrator.

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE		✓		WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

252

**LICENSE AGREEMENT**

**Between**

**THE CITY OF JERSEY CITY and E.A. TOLENTINO and H. CLAY IRVING, III  
OWNERS OF 157-161 SUMMIT AVENUE**

This **LICENSE AGREEMENT** dated as of the \_\_\_\_ day of April, 2014, between the **CITY OF JERSEY CITY** (City or Licensee) with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and **E.A. TOLENTINO and H. CLAY IRVING, III**, (Owners or Licensors) with offices located at 600 Pavonia Avenue, Jersey City, New Jersey 07306, provides as follows:

**SECTION ONE**

**Property**

The Licensors own a certain property located at 157-161 Summit Avenue, Jersey City, New Jersey 07304, also described as Block 15202, Lot 31, consisting of approximately one half (1/2) acres of vacant, unimproved property (Property or Lot).

**SECTION TWO**

**Services**

Licensors hereby agree to set aside fifty-seven (57) parking spaces in the Lot for the exclusive use by the City. The City will have exclusive use of the entire Lot in which it will park approximately fifty-seven (57) cars. The City shall issue appropriate parking stickers or badges to those City employees who shall use the spaces in order to facilitate the City's use and monitoring of the Lot.

**SECTION THREE**

**Term**

This License Agreement shall commence as soon as the lot is deemed suitable for parking by the Business Administrator but no later than May 1, 2014. This License Agreement shall be in effect from that time and shall terminate upon whichever event comes first: (a) the execution of a formal lease agreement for a minimum term of two (2) years and at a rent no higher than the fees provided hereunder; or (b) June 30, 2014.

**SECTION FOUR**

**Fees**

The City agrees to pay the owners for the use of the Lot as follows: \$50.00 per space, per month for up to 57 spaces for the duration of this License Agreement, payable on the first day of each month. The City shall pay the owners \$2,850.00 on the first day of each month in consideration for the use of these parking spaces.

**SECTION FIVE**  
**Improvements**

City may provide the following improvements at its sole cost and expense:

- a. cleaning and grading the Lot;
- b. providing a gravel surface;
- c. curbing; and
- d. fencing the Lot.

All improvements, and the quality thereof, shall be at the sole discretion of the City. So long as the parties execute a formal lease, the improvements shall become the property of the owners at the expiration of the term of the lease without recompense to the City.

**SECTION SIX**  
**Quiet Enjoyment**

During the term of this License Agreement the Licensor shall not terminate this agreement, except for non-payment of the fee. The City shall enjoy the use and quiet enjoyment of the parking spaces during the term of this License Agreement.

**SECTION SEVEN**  
**Environmental Condition**

The Owners represent that the Property is free of any environmental contamination. The owners will hold the City harmless for any environmental remediation or damages necessitated by or arising from the existing condition of the Property or the City's use or occupancy of the Property.

**SECTION EIGHT**  
**Land Use Approval**

The Owners agree to cooperate with the City and to execute any documents necessary and appropriate to effectuate the City's temporary use of the Property for parking if approval is determined to be required under the City's existing land use regulations.

**SECTION NINE**  
**Maintenance and Security**

The City shall be responsible for providing security and for keeping the lot in good order including cleaning that area of the Lot reserved for City parking at regular intervals and snow removal.

**SECTION TEN**  
**Notices**

All notices and payments between the parties hereto shall be addressed and delivered to the following:

**Owners:** E. A. Tolentino & H. Clay Irving, III as Tenants in Common  
600 Pavonia Avenue  
Jersey City, New Jersey 07306

**City:** City of Jersey City  
Attention: The Business Administrator  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

**IN WITNESS WHEREOF**, the parties to this agreement have executed this License Agreement as of the \_\_\_\_ day of April, 2014.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne**  
City Clerk

\_\_\_\_\_  
**Robert J. Kakoleski**  
Business Administrator

**ATTEST:**

**OWNERS OF 157-161 SUMMIT AVENUE**

\_\_\_\_\_  
**H. Clay Irving, III**

\_\_\_\_\_  
**E. A. Tolentino**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.253

Agenda No. 10.Z.8

Approved: APR 09 2014

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PREFERRED MEAL SYSTEMS, INC, TO PROVIDE 2014 CHILD AND ADULT CARE FOOD PROGRAM (CACFP) SERVICE PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Purchasing Agent within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited for bids for a need to provide 2014 The Child and Adult Care Food Program (CACFP) for the Department of Health & Human Services; and pursuant to specifications; and

**WHEREAS**, The City of Jersey City (City) received three (3) bids the lowest responsible being that from Preferred Meal Systems, Inc., 5240St. Charles Road Berkeley Il 60163 the total bid amount of Thirty Five Thousand Nine Hundred Dollars (\$35,900.00); and

**WHEREAS**, the Purchasing Agent has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Purchasing Agent has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that contractor has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

City Clerk File No. Res. 14.253

Agenda No. 10.Z.8

TITLE: **APR 09 2014**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PREFERRED MEAL SYSTEMS, INC., TO PROVIDE 2014 CHILD AND ADULT CARE FOOD PROGRAM (CACFP) SERVICE PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES**

**WHEREAS**, contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

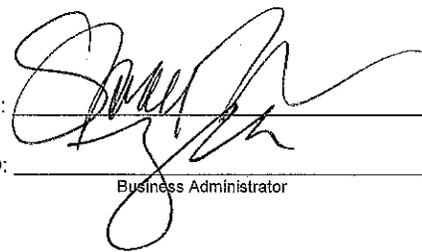
**WHEREAS**, funds in the amount of \$35,900.00 are available in Account No. 01-201-27-331-314.

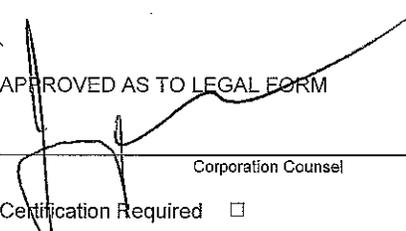
**WHEREAS**, the funds for this service is from the period of April 14, 2014 thru June 30, 2014 for The Child and Adult Care Food Program(CACFP) Grant; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

- 1) A contract in the amount of **\$34,500.00** for meals for the child and adult care foos program is awarded to Preferred Meal Systems, Inc. Corp.,and the Purchasing Director is directed to have such a contract drawn up and executed;
- 2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 3) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I , Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$35,900.00 are available in Account No. 01-201-27-331-314. **Po# 113235**

APPROVED:   
APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel  
Certification Required   
Not Required

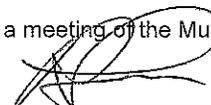
**APPROVED 9-0**

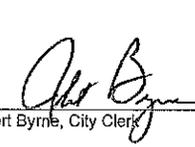
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr.; President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PREFERRED MEAL SYSTEMS, INC, TO PROVIDE 2014 CHILD AND ADULT CARE FOOD PROGRAM (CACFP) SERVICE PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES**

**Project Manager**

Department/Division	Health & Human Services	Health Division
Name/Title	Stacey Flanagan	Director of HHS
Phone/email	201-547-6560	sflanagan@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The Child and Adult Care Food Program serves nutritious meals and snacks to participants enrolled for care at participating day care centers and day care homes and to children residing in homeless shelters and snacks to youths participating in after-school care programs.

**Cost (Identify all sources and amounts)**

\$35,900

**Contract term (include all proposed renewals)**

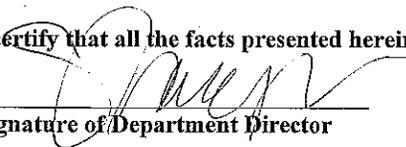
4/14/2014 – 6/30/2014

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

4/8/14  
Date

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business:** Preferred Meal Systems Inc.

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

**Check the box that represents the type of business organization:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input checked="" type="checkbox"/> Corporation        | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation |  |  |

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: \_SPC PARTNERS III

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_  
100 Spear Street, Suite 1900  
San Francisco CA 94105

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Name: GS Private Equity Partners

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_  
200 West Street  
New York NY 10282

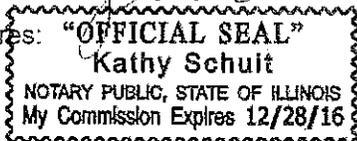
Home Address: \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this 31<sup>st</sup> day of March, 2014

(Notary Public)

*Kathy Schuit*

My Commission expires:



*Patrice Tillman*

(Affiant)

**Patrice Tillman VP Controller**  
(Print name & title of affiant)

(Corporate Seal)



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Preferred Meal Systems, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding April 2 2014 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Preferred Meal Systems, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

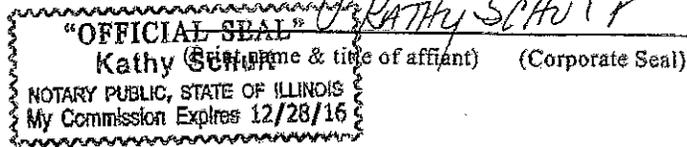
Name of Business Entity: Preferred Meal Systems, Inc.

Signed *Patrice Tillman* Title: VP Controller

Print Name Patrice Tillman Date: April 4 2014

Subscribed and sworn before me this 4th day of April, 2014. *Kathy Schuit* (Affiant)

My Commission expires: KATHY SCHUIT



\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

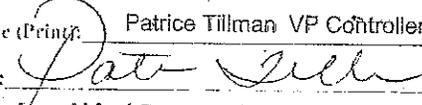
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Patrice Tillman VP Controller

Representative's Signature: 

Name of Company: Preferred Meal Systems, Inc.

Tel. No.: 708.318.2500

Date: April 2, 2014

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

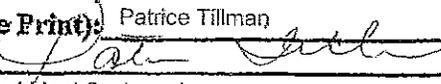
The contractor and the City of Jersey City NJ, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): Patrice Tillman

Representative's Signature: 

Name of Company: Preferred Meal Systems Inc.

Tel. No.: 708.318.2500

Date: April 2 2014

Certification

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT 2895**

This is to certify that the **RENEWAL** contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-AUG-2012

to

15-AUG-2015

PREFERRED MEAL SYSTEMS  
5240 ST. CHARLES ROAD  
BERKELEY IL 60163



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Preferred Meal Systems Inc.  
Address : 5240 St. Charles Road, Berkeley IL 60163  
Telephone No. : 708.318.2500  
Contact Name : Kathy Schuit

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Preferred Meal Systems, Inc.

Address: 5240 St. Charles Road, Berkeley, IL 60163

Telephone No. : 708.318.2500

Contact Name: Kathy Schuit

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PREFERRED MEAL SYSTEMS, INC.

**Trade Name:**

**Address:** 5240 ST CHARLES ROAD  
BERKELEY, IL 60163-1341

**Certificate Number:** 0842932

**Effective Date:** February 01, 1974

**Date of Issuance:** January 27, 2014

**For Office Use Only:**

20140127172120439

Mail to: PO Box 308  
Trenton, NJ 08646

STATE OF NEW JERSEY  
DIVISION OF REVENUE

Overnight to: 33 West State St.  
5th Floor  
Trenton, NJ 08608-1214

**FEE REQUIRED**

**REGISTRATION OF ALTERNATE NAME**

**C-150G**

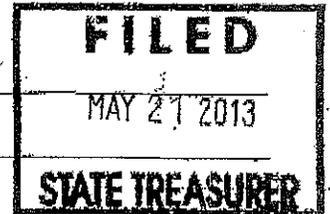
Complete the following applicable information, and sign in the space provided. Please note that once filed, the information contained in the filed form is considered public. Refer to the instructions on page 26 for filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field.

**Check Appropriate Statute:**

- Title 14A:2-2.1 (2) New Jersey Business Corporation Act
- Title 42:2B-4 Limited Liability Company
- Title 15A:2-2-3 (b) New Jersey Nonprofit Corporation Act
- Title 42:2A-6 Limited Partnership

Pursuant to the provisions of the appropriate statute, checked above, of the New Jersey Statutes, the undersigned corporation/business entity hereby applies for the registration of an Alternate Name in New Jersey for a period of five (5) years, and for that purpose submits the following application:

1. Name of Corporation/Business: The Maramont Corporation *AMA*
2. NJ 10-digit ID number: 0100189097
3. Set forth state of Original Incorporation/Formation: New York
4. Date of Incorporation/Formation: November 25, 1981  
Date of Authorization (Foreign): February 28, 1983 *0100189097*
5. Alternate Name to be used: Preferred Meal Systems, Inc.
6. State the purpose or activity to be conducted using the Alternate Name: Food Service and Meal Provider
7. The Business intends to use the Alternate Name in this State.
8. The Business has not previously used the Alternate Name in this State in violation of this Statute, or, if it has, the month and year in which it commenced such use is: \_\_\_\_\_



**Signature requirements:**

For Corporations  
For Limited Partnerships  
For all Other Business Types

Chairman of the Board, President, Vice-President  
General Partner  
Authorized Representative

*Arthur H. Bell*  
SIGNATURE:

Senior Vice President - Sales  
TITLE:

Arthur H. Bell  
NAME (please type):

5/21/13  
DATE:

*2585561 4602590*

**THE PURPOSE OF THIS FORM IS TO SIMPLIFY THE FILING REQUIREMENTS. IT DOES NOT REPLACE THE NEED FOR COMPETENT LEGAL ADVICE.**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.254

Agenda No. 10.Z.9

Approved: APR 09 2014

TITLE:



RESOLUTION AUTHORIZING THE CITY TO ENTER AN AGREEMENT OF INDEMNIFICATION AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City through the Municipal Council is hosting two (2) Community Events to listen to the Public comment on the Proposed 2014 Municipal Budget

WHEREAS, the Municipal Council recognizes the need to reach out to the public in areas that are more accessible to residents such as the Jersey City Public School #17 and Jersey City Public School#28.

WHEREAS, City of Jersey City will host the resource these meetings on Monday, April 14<sup>th</sup>, and Wednesday, April 16<sup>th</sup> from 6:00 PM- 9:00PM with a set up time at 5:30pm. These meetings are to give the Residents of Jersey City the opportunity to speak to the Council Members on issues that relate to the Municipal Budget.

WHEREAS, the Jersey City Public Schools require, indemnification and letter of insurance from the City; and

WHEREAS, the agreement will specify the City's responsibilities to the owners of the facilities, including an indemnification and hold harmless clause in which the owner cannot be held liable for injuries received by participants in this program or for damage to the facility, so

THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that,

1. The Mayor or Business Administrator is authorized to execute an agreement hereto indemnifying Jersey City Public Schools
2. The Risk Manager is authorized to issue a Letter of Insurance to Jersey City Public Schools
3. The Mayor or Business Administrator is authorized to execute such other documents that maybe necessary to effectuate the purpose of this Resolution.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM.

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Jersey City Municipal Council Community Meetings with the Public on the Budget on April 14th and April 16th.

**Initiator**

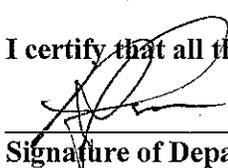
Department/Division	City Clerk/Municipal City Council	
Name/Title	Patricia Andes	
Phone/email	201-547-5053/pandes@jcnj.org	

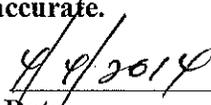
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

This resolution will allow the Municipal Council to meet with the Public outside of City Hall at Jersey City Public School#17 and Public School#28 on April 14th and April 16th, respectively, from 6pm to 9pm. City Council members would like to take the opportunity to hear the concerns on the proposed budget from the members of the Public.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

  
\_\_\_\_\_  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.255

Agenda No. 10.Z.10

Approved: APR 09 2014

TITLE:



## RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING AWARD OF A POWER PURCHASE AGREEMENT IN CONNECTION WITH THE HUDSON COUNTY IMPROVEMENT AUTHORITY'S RENEWABLE ENERGY PROGRAM

**WHEREAS**, the Hudson County Improvement Authority ("HCIA") has developed a program ("Program") to provide for, among other things, the financing, design, construction, installation, operation and maintenance of solar and other renewable energy projects ("Renewable Energy Projects") to be located on certain buildings, structures, and lands ("Facilities") owned by Hudson County ("County") and by municipalities, boards of education and other public bodies and local government entities in the County (collectively, "Local Units"); and

**WHEREAS**, the City of Jersey City (the "City") took part in the initial round of the Program; and

**WHEREAS**, the City's newly constructed Department of Public Works facility located at 13 Linden Avenue, Jersey City, New Jersey 07306 (the "DPW Facility"), was not eligible for the initial round of the Program because it was not yet completely constructed; and

**WHEREAS**, the City requested that the HCIA to implement the Program for the DPW Facility; and

**WHEREAS**, the City and the Authority entered into a Shared Services Agreement under which the City authorized the HCIA to undertake a procurement process pursuant to competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (LPCL) by issuing a "Request for Proposals for a Developer of Photovoltaic Systems for the City of Jersey City" (the "RFP") seeking a developer ("Solar Developer") for Renewable Energy Projects" to be located on the DPW Facility, and for the sale of electricity to the City at reduced rates; and

**WHEREAS**, the Agreement also authorized the HCIA to provide the City with construction and project management services in connection with the Renewable Energy Projects, as well as the implementation of a PPA with the Successful Respondent (collectively, the "Services"); and

**WHEREAS**, the HCIA issued the RFP on January 10, 2014, and received proposals from respondents on March 12, 2014; and

**WHEREAS**, the following respondents submitted proposals:

1. Hudson Energy Solar Corporation (teamed with Solar Grid Storage, American Clean Energy, Geogenix and Altec Building Systems, Corp.) ("HSE");
2. Sun Edison Government Solutions, LLC. (teamed with Vanguard Energy Partners, LLC) ("Sun Edison"); and
3. Standard Alternative, LLC. (teamed with Eznergy and Altec Building Systems, Corp.) ("Standard Alternative").

**WHEREAS**, the Evaluation Team determined that Sun Edison's proposal was non-responsive and therefore recommends that Sun Edison's proposal be rejected, and

APR 09 2014

TITLE:

**RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING AWARD OF A POWER PURCHASE AGREEMENT IN CONNECTION WITH THE HUDSON COUNTY IMPROVEMENT AUTHORITY'S RENEWABLE ENERGY PROGRAM**

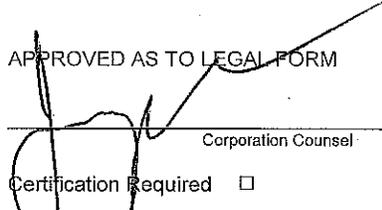
**WHEREAS**, prior to the completion of the legal review of the Standard Alternative proposal, Standard Alternative requested permission to withdraw its proposal and the Evaluation Team recommends honoring Standard Alternative's request; and

**WHEREAS**, the Evaluation Team, after extensive and thorough review of the HSE proposal (both Options 1 and 3 of the RFP) has completed an Evaluation Report, dated March 27, 2014, recommending award of a contract to HSE under its proposal Option 3; and

**NOW THEREFORE BE IT RESOLVED** by the Council for the City of Jersey City as follows:

1. The recitals set forth above are hereby incorporated into the body of this resolution.
2. The Evaluation Team's recommendations to reject the Sun Edison proposal and return the Standard Alternative proposal are accepted.
3. The Evaluation Team's recommendation to award a Power Purchase Agreement to HSE under its proposal Option 3 as set forth in detail in the Evaluation Report, dated March 27, 2014, is accepted.
4. The Business Administrator of the City of Jersey City is hereby authorized and directed to execute, on behalf of the City, the Power Purchase Agreement by and between the City of Jersey City, the HCIA and HSE as well as any and all documents necessary to effectuate the transaction and the intent of this resolution.
5. This Resolution shall take effect immediately.

APPROVED:   
 \_\_\_\_\_  
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 \_\_\_\_\_  
 Corporation Counsel

Certification Required   
 Not Required

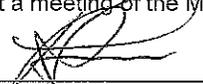
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 \_\_\_\_\_  
 Rolando R. Lavarro, Jr., President of Council

  
 \_\_\_\_\_  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING AWARD OF A POWER PURCHASE AGREEMENT IN CONNECTION WITH THE HUDSON COUNTY IMPROVEMENT AUTHORITY'S RENEWABLE ENERGY PROGRAM

**Project Manager**

Department/Division	Public Works	Architecture, Engineering and Traffic
Name/Title	Joseph D. Javier, RA.	Architect
Phone/email	(201) 547-5900	JavierJ@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To Partner with the Hudson County Improvement Authority (HCIA) to procure a Photovoltaic System for the New Municipal Service Complex and support the Jersey City Green Initiative while providing sustainable practices, including; Green Buildings and Green Vehicles.

**Cost (Identify all sources and amounts)**

This system will be at no cost to the City. The City will save money on electricity generated under the PPA over the contract period.

**Contract term (include all proposed renewals)**

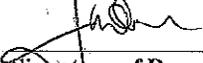
15 years is the current statutory maximum lease agreement the City (Municipality) can enter.

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

4/2/14  
Date

**HUDSON COUNTY IMPROVEMENT AUTHORITY  
RENEWABLE ENERGY PROGRAM**

**Request for Proposals**

**For a Developer of Photovoltaic Systems at the  
Jersey City Department of Public Works Facility, 13  
Linden Avenue, Jersey City, County of Hudson, New  
Jersey**

**PROPOSALS RECEIVED MARCH 12, 2014**

**EVALUATION REPORT**

**Prepared for: Hudson County Improvement Authority and  
the City of Jersey City**

**Prepared by: Hudson County Improvement Authority  
Evaluation Team**

**Dated: April 28, 2014**

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# Hudson County Improvement Authority Hudson County Renewable Energy Program

## 1. Executive Summary

### A. Background:

This Report is being provided pursuant to the requirements of the competitive contracting provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-4.1 et seq.).

The goal of the Hudson County Improvement Authority ("Authority") in administering the Hudson County Renewable Energy Program is to implement a solar energy project that is environmentally responsible and economically beneficial to Hudson County ("County") and interested municipalities and school districts within the County ("Local Units").

To this end, on December 12, 2013, the Authority and the City of Jersey City (the "City") entered into a Shared Services Agreement which authorized the Authority, on behalf of the City to issue a *Request for Proposals for a Developer of Photovoltaic Systems at the Jersey City Department of Public Works Facility, 13 Linden Avenue, Jersey City, County of Hudson, New Jersey* ("RFP"), administer the RFP, evaluate proposals received in response to the RFP, recommend a successful respondent ("Successful Respondent"), award a Power Purchase Agreement ("PPA") and provide construction administration services during the construction of the solar energy systems ("Systems").

The RFP was issued by the Authority on January 10, 2014. The RFP requested proposals from solar developers for a PPA for the purchase by the City of electricity generated by the Systems to be designed, permitted, acquired, constructed, installed, operated and maintained by the Successful Respondent, at its sole cost and expense, at the Jersey City Department of Public Works facility located at 13 Linden Avenue, Jersey City ("DPW Facility").

The RFP contained a preliminary feasibility assessment performed by the City's architect for the DPW Facility, Urbahn Architects (Urbahn), in conjunction with its engineering partner, Partner Engineering and Science (Partner) that estimated the technical potential for Systems at the DPW Facility to be 1.155 Megawatts (DC). Urbahn and Partner also provided site drawings, projected load data and a consumption study for the DPW Facility.

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## **B. RFP Financing Options:**

As set forth in the RFP, the Successful Respondent, the City and the Authority will enter into a 15-year PPA under which the City will purchase electricity produced from the Systems at a fixed rate per kilowatt hour ("kWh"). Pursuant to law, the PPA price must be lower than the delivered cost of power from the local electric utility company; i.e. Public Service Electric and Gas. This PPA structure provides the City with a reduction in its energy expenditures and insulates it from price fluctuations in the electricity market. Additionally, the Successful Respondent will have ownership rights to the Solar Renewable Energy Credits ("SRECs") generated by the Systems, and will monetize the SRECs.

Further, the Successful Respondent will be granted a site license that, among other things, will provide it with the right and license to access the DPW Facility to install the Systems and to operate and maintain the Systems over the term of the PPA.

The RFP provided respondents with two (2) financing structures:

- **Structure 1 - "Company Financing Structure"** where the Successful Respondent is required to finance the Systems through its own means, and would retain title to the Systems.
- **Structure 2 - "Partial Authority Financing"** where the Authority provides construction and permanent financing for up to 35% of the costs of the Systems through the issuance of federally taxable bonds. The bonds would be payable from payments made by the Successful Respondent under its lease agreement with the Authority and from no other funds of the Authority. However, the Bonds would be guaranteed by the County. The Authority maintains ownership of the Systems, but leases them back to the Successful Respondent pursuant to a capital lease with the intent to provide the Successful Respondent with ownership for federal tax purposes to permit the Successful Respondent to take advantage of certain federal tax benefits.

## **C. RFP Energy Storage Options:**

Both the Authority and the City experienced first-hand the aftermath of several severe storms over the last few years, including Super Storm Sandy. These weather events have generated a growing awareness of the need for increased reliability and redundancy within New Jersey's electrical distribution system. Although over 18,000 on site solar systems have been installed in New Jersey over the last decade, none of these systems were able to deliver power during recent grid failures, even when the sun was shining, as it was in the days following Sandy. This is a consequence of code

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requirements primarily intended to prevent back feeding to the grid so that line workers can safely perform their jobs and restore the grid. However, recent technology innovations now make it possible to couple batteries with solar projects, allowing solar systems to operate at full solar capacity following a grid failure while the sun is shining. Such combined systems can now provide a level of continuous emergency power, automatically isolated from the grid, operating in full compliance with required back feed safeguards.

Creating islands of reliability within the electrical grid is fast becoming a public policy priority in New Jersey and elsewhere across the country. As the DPW Facility is a public facility, the addition of solar combined with a battery back-up system presents an opportunity to continue providing essential services in the event of brief outages, or create public space where citizens have access to power in the event of prolonged grid failure.

With this in mind, the Authority and the City agreed that the RFP should include proposal options under which Respondents could offer to include a battery storage component to their Systems. Thus, the RFP included four (4) Proposal Options. Proposal Options 1 and 3, included the Company Financing Structure with and without a battery storage facility, respectively and Proposal Options 2 and 4, included the Partial Authority Financing Structure with and without a battery storage facility, respectively. All Respondents **were required** to propose on Option 1, but Options 2, 3 and 4 were non-mandatory options.

#### **D. Proposal Evaluation and Selection:**

Under the RFP, the Authority retains sole discretion to select the option under which the PPA will be awarded, with the proviso that the Authority will only award under Options 2 or 3 if the County determines, in its sole discretion, to guaranty the bonds that the Authority will be required to issue under these Options.

To evaluate the received proposal, the Authority organized an evaluation team (Evaluation Team) comprised of: Norman M. Guerra, Chief Executive Officer, and Michael O'Connor, Project Manager at the Authority; Ryan J. Scerbo, Esq. of DeCotiis, FitzPatrick & Cole, LLP; Joseph Santaiti and Olivia Corkedale of Gabel Associates and Daniel Mariniello and Heather Litzebauer of NW Financial;. The Evaluation Team assisted in developing and implementing the RFP, and administered the procurement process with the assistance of City representatives and professionals, including Bhavini Doshi, Jersey City DPW, Donald Henry of Urbahn Architects and Christopher Morris of Partners Engineering and Science. As part of this effort, the Evaluation Team conducted a comprehensive evaluation of the proposal on the basis of price and other factors.

---

This procurement and evaluation process was undertaken in accordance with the competitive contracting provisions of the Local Public Contracts Law pursuant to (i) Division of Local Government Services (DLGS) Local Finance Notice 2008-20, dated December 3, 2008, *Contracting for Renewable Energy Services*, (ii) the Board of Public Utilities protocol for measuring energy savings in PPA agreements, *Public Entity Energy Efficiency and Renewable Energy Cost Savings Guidelines*, dated February 20, 2009, and (iii) DLGS Local Finance Notice 2009-10, dated June 12, 2009, *Contracting for Renewable Energy Services: Update on Power Purchase Agreements*, and all other applicable law.

The purpose of this evaluation report is to provide the Authority and the City with an evaluation of the proposals received, and to recommend whether, after economic, legal and technical review, the proposal provides value to the Authority and the City and, in the case of Option 3, provides a viable energy storage / back-up energy supply opportunity.

The Authority received proposals from three (3) respondents ("Respondent") to the RFP:

1. Hudson Energy Solar Corporation (teamed with Solar Grid Storage, American Clean Energy, Geogenix and Altec Building Systems, Corp.);
2. Sun Edison Government Solutions, LLC. (teamed with Vanguard Energy Partners, LLC); and
3. Standard Alternative, LLC. (teamed with Eznergy and Altec Building Systems, Corp.)

Based upon a legal review of the Proposals, Sun Edison's Proposal was determined to be non-responsive because it included multiple exclusions and conditions. For this reason the Evaluation Team recommended that the Proposal be rejected. As such the Sun Edison Proposal is not evaluated in this Report. In addition, prior to the completion of the legal review of Standard Alternative's Proposal, Standard Alternative formally requested to withdraw its proposal. The Evaluation Team recommended honoring Standard Alternative's request. For these reasons this Report focuses upon the evaluation of the Hudson Energy Solar Corporation ("HESC") Proposal. It should be noted that HESC proposed the lowest PPA rate under Option 1 and was the only Respondent to propose the inclusion of a battery storage component under Option 3.

Tables 1 provide an overview of the proposals that were submitted by HESC for Proposal Options 1 and 3 under the Company Financing structure.

Proposals	HESC Option 1	HESC Option 2	HESC Option 3	HESC Option 4
PPA Rate	\$0.0929	No Proposal Submitted	\$0.0979	No Proposal Submitted
Escalation Rate	2.50%		2.50%	
Battery Back-Up	N		Y	
Average Annual Savings	\$87,090		\$80,050	
Avoided Costs	-		\$150,000	
NPV* Benefits	\$838,214		\$907,528	
Score	89.94		93.0	

\*NPV savings include \$150,000 in avoided costs for Option 3 due to battery back-up

The Evaluation Team undertook a legal, economic and technical review of the proposals to assess them in accordance with established in the Evaluation Matrix set forth in the RFP. After reviewing all aspects of the submitted proposals, the Evaluation Team conducted an interview with the Respondent in accordance with terms of the RFP. The evaluation of the proposals and the interview were conducted in accordance with the Evaluation Matrix that is has a total potential score of 100. The Evaluation Team considered and weighed the following:

Financial Benefits (42 points)

- NPV of Benefits
  - PPA Price
  - Avoided Capital Costs\*
- Option - Sharing of Benefits

Technical Design/Approach (8 points)

- Design Strategy
- Project Team Approach
- O&M Plan and Approach
- Inclusion of Battery Back-up System

Respondent Experience (10 points)

- Project Management
- Contractor Expertise
- Project Experience
- New Jersey Experience

---

Financial Strength (30 points)

Financial Capability/Strength of Provider  
County Risk

Oral Interview Evaluation (10 points)

Presentation  
Explanation Key Factors  
Understanding Financial Factors/SREC Market

***\*Avoided costs due to the installation of a solar battery back-up system relative to a traditional fossil fuel back-up generator.***

Proposer	Proposal Option	PPA Rate Annual Escalation	Score
HESC	Option 1 ( <b>without</b> battery storage)	9.29 cents/kWh 2.5%	89.94
HESC	Option 3 ( <b>with</b> battery storage)	9.79 cents/kWh 2.5%	93.0

Based on the results of the evaluation, the Evaluation Team recommends that HESC's Proposal Option 3 be accepted (see **Attachment 2** for the Evaluation Matrix). HESC's Proposal Option 3 results in significant savings on energy costs for the City, and provides a unique opportunity to improve the resiliency of the DPW Facility by including additional emergency power generation through the inclusion of an energy storage component. Accordingly, the Evaluation Team recommends that the Authority/City select HESC as the Successful Respondent under Proposal Option 3.

The basic terms and benefits of HESC's proposal under Option 3 are as follows:

- A fifteen (15) year PPA, with a first year rate of \$0.0979 per kWh and annual escalation of 2.5%, which results in a final price of \$0.138 in Year 15 of the PPA.
- A 1.332 MW solar system. This will generate approximately 1,359,000 million kWh (1,223,100 kWh guaranteed) per year. The solar energy will displace approximately 61% (based on guaranteed levels) of the combined estimated load for the DPW Facility (see **Attachment 3**).
- The City will realize average annual savings of \$80,050. The estimated first year savings of \$5,600 is disproportionately low as a result of certain utility charges which are not affected in Year 1, and, as such, are expected to grow to approximately \$107,300 in the last year of the PPA, (see **Attachment 1**).

- 
- Over the fifteen year term of the PPA, the City, in the aggregate, will realize \$1.35 million in energy cost savings on a nominal basis (\$908,000 on a NPV basis inclusive of \$150,000 in avoided costs from a similarly sized fossil-fuel, back-up generator) (see **Attachment 1**).
  - The City will experience a stable and known cost of electricity for fifteen years, allowing for budgetary certainty.
  - A redundant source of power through battery storage system.
  - An educational component with the ability to access operational data for the solar systems via a web-enabled system.
  - The reduction of the City's carbon footprint for the term of the PPA and, potentially, beyond.

---

## **2. Description of RFP Financing Options**

As briefly set forth above, the RFP provided two ownership and financing options, which consist of two different financing sources:

1. Private financing through the Respondent; and
2. Public financing through the Authority.

The following is a synopsis of these two key financial structures under the RFP.

### **Private Financing Structure**

Private financing requires the Successful Respondent to provide its own financing to complete installation of the Systems at the DPW Facility. The Successful Respondent would be the title owner of the Systems, and would be entitled to take advantage of federal tax benefits (such as the 30% Investment Tax Credit and accelerated depreciation benefits) that the Authority/City cannot take as public, tax-exempt entities.

The private financing structure requires no financial commitment from the Authority or the City and, therefore, provides the smallest financial risk to the County, the Authority and the City.

### **Public Financing Structure**

Because no Proposals were received that included the public financing structure, we are not including a further summary of the public financing structure. The reader can refer to Section 1.B. on page 4 of this Report for a brief summary of the public financing structure.

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### 3. Overview of RFP

On January 10, 2014, the Authority, on behalf of the City, issued an RFP for a PPA for the purchase by the City of electricity generated by the Systems to be financed, designed, installed, owned, operated and maintained by the Successful Respondent at the City's new DPW Facilities. The RFP requested a PPA Price from Respondents under the following four Proposal Options:

- Option 1: Company Financing without an Energy Storage Facility
- Option 2: Partial Authority Financing (35%) without an Energy Storage Facility
- Option 3: Company Financing with an Energy Storage Facility
- Option 4: Partial Authority Financing (35%) with an Energy Storage Facility

Respondents were required to propose under Option 1 but Options 2, 3 and 4 were optional. Under all Options, Respondents were required to provide a series of price adjustment factors to be used to adjust PPA Prices upward or downward based on the final Project Development Costs and Unforeseen Utility Imposed Electrical Interconnection Costs. Respondents to Options 2 and 4 were also required to provide a price adjustment factor based on the final interest rate of the debt service, determined at the bond sale.

All Respondents were encouraged but not required to include a battery back-up opportunity for the City in their proposals. Under the RFP, the Authority, after consultation with the City, retains sole discretion to select the option under which the PPA will be awarded.

The Successful Respondent, the Authority and the City will enter into a PPA for 15 years, the maximum duration permitted by State law, under which the City will purchase the electricity produced from the System at a fixed rate per kWh, the PPA rate. The PPA rate must be less than the local utility electric tariff. It is anticipated that the Successful Respondent will finance the project through a combination of revenues derived from the sale to the City of the electrical output of the System, the sale of Solar Renewable Energy Certificates (SRECs) in the competitive SREC market, federal tax benefits (i.e. both investment tax credits and timing benefits associated with accelerated depreciation) and investor capital.

At the end of the PPA term, the BOE has the following three options:

1. Renegotiation of an extension of the PPA if allowable by law; or
2. Purchase the System at fair market value (FMV); or

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3. Have the System removed at the Successful Respondent's expense.

Proposals were to be evaluated on the basis of price and non-price criteria, in accordance with competitive contracting provisions of the Public School Contracts Law (N.J.S.A. 18A:18A-4.1 et seq.), all pursuant to (i) Local Finance Board Notice 2008-20, dated December 3, 2008, *Contracting for Renewable Energy Services*, (ii) the Board of Public Utilities protocol for measuring energy savings in PPA agreements (*Public Entity Energy Efficiency and Renewable Energy Cost Savings Guidelines*, dated February 20, 2009), (iii) Local Finance Board Notice 2009-10, dated June 12, 2009, *Contracting for Renewable Energy Services: Update on Power Purchase Agreements*, and applicable law.

Components of the RFP are summarized as follows:

### **Solar Systems Size**

A preliminary feasibility assessment was performed by the City's Architect and Engineer to identify the technical potential for a System at the DPW Facility. Based upon this preliminary assessment, the System is estimated to have a total capacity of approximately 1,155 kW.

Additionally, since the DPW Facility is new and no historical electric information was available the RFP provided a load consumption study stamped by a NJ Professional Engineer.

### **Pricing Requirements**

The RFP requested a PPA Price and an annual escalation factor from Respondents for Option 1 and/or Options 2, 3 and 4. Respondents were required to propose on Option 1 but not the other options. In addition, all Respondents were required to provide a price adjustment factors for (1) unforeseen structural and/or electrical interconnection costs in excess of \$50,000 and (2) increases in the Project Development Costs.

#### ***Option 1 (Company Financing without an Energy Storage Facility)***

Under the required Option 1, the RFP required Respondents to propose:

- A PPA price per kWh.
- Respondent must set forth below an adjustment factor to the PPA Price, expressed in dollars per kWh, in the initial year of the PPA Price (from the Commencement Date) in the event that the Project Development Costs (presently estimated at \$ 209,000) increase or decrease (See RFP Section 2.1).

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The annual adjustment proposed shall be for each \$50,000 increase or decrease in the Project Development Costs.

- A PPA Price post proposal adjustment factor, expressed in dollars per kWh, to adjust the PPA price under the following circumstance only: following submission of an interconnection application to PSE&G, additional unforeseen electrical related upgrades are required by PSE&G as part of the interconnection process – e.g., transformer upgrade(s). Respondents were required to submit up to three post-proposal PPA Price adjustment factors for the following ranges of unforeseen costs in excess of \$50,000.

- A. \$50,000 - \$99,999.99
- B. \$100,000 - \$149,999.99
- C. \$150,000 and above

Respondents were permitted, but not required, to propose an escalation factor expressed as an annual percentage increase from the prior year's PPA price.

***Option 2 (Partial Authority Financed Option same pricing options as under Option 1)***

***Options 3 and 4 (Solar Battery Back-Up System Opportunity Company and Partial Authority Financed)***

In light of the recent storms, Hurricane Irene, the October 2011 snow storm and Super Storm Sandy, boards of education across the east coast are seeking reliable sources of emergency power generation. Traditional emergency power generation sources include diesel, gasoline or propane systems that require expensive fuel, costly maintenance and emit carbon dioxide pollutants.

For this reason, Respondents were strongly encouraged to consider including a renewable energy storage component as part of their proposal so that the storage device and the System could function to provide back-up power to the City in the event of a grid failure. Respondents were informed through the RFP that the Evaluation Team would give special consideration to Respondents that offered energy storage technology as part of their proposal.

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## Technical Requirements

The RFP provided Technical Specifications (Appendix C) as a preliminary guide for the final design of Respondents' proposed System. These plans were to be used as the minimum requirements to satisfy the RFP.

### Form of Proposals and Required Forms

Proposals were required to include the following information about each Respondent:

- Respondent History/Qualifications; and
- Financial Qualifications.

Proposals were also required to include the following:

- Proposal Pricing Information specified in Appendix E of the RFP.
- End of Contract Provisions as outlined in Section of the RFP.
- Proposed System Technical Design consistent with Appendix C of the RFP, including system size (KW and KWH), project time schedule, and list of permits.
- The expected and guaranteed amount of solar production consistent with Appendix B, as a minimum.
- Bonding requirements consistent with Article 4 of this RFP.
- Insurance Requirements consistent with Section 4.5 of the RFP.
- A proposed project completion schedule.
- Early Termination Purchase Price Schedule/Formula or Tax Explanation.

Proposals must also include the following documents:

- i. New Jersey Business Registration Certificate
- ii. Non-Collusion Affidavit
- iii. Ownership Disclosure Statement
- iv. Affirmative Action Compliance
- v. Consent of Surety
- vi. Proposal Security
- vii. Acknowledgement of Receipt of Addenda
- viii. Consent to Investigation
- ix. Proposal Checklist

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## Evaluation Process

To evaluate the proposals, the Authority organized the Evaluation Team and developed an Evaluation Matrix prior to the issuance of the RFP. The Evaluation Matrix includes a three-part process:

- Phase I (legal compliance) is a checklist to determine if the Respondent has included all documentation and information in its Proposal required by the RFP. Once all requirements have been satisfied, a Respondent qualifies to move to Phase II of the evaluation.
- Phase II is a weighted rating of the value provided by the proposal across several categories (financial benefits, technical design, experience, qualifications and financial strength) and evaluation of factors within those categories.
- Phase III is an oral interview of qualified Respondents and final evaluation.

The Respondent with the top ranking in Phases II and III will be recommended for award as the Successful Respondent.

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#### 4. Description of Response Received to the RFP

HESC's Proposal for Option 1 provided a PPA Price of \$0.0929 for the first year. Please refer to Section 5 for a savings analysis for the City based on the PPA Price provided under Option 1 as compared to each City's current electric rate. The following benefits are anticipated under Option 1:

- The project will result in average annual savings of \$87,090 to the City. Year 1 savings of \$11,700 are disproportionately low as a result of certain utility charges which are not affected in Year 1, and, as such, are expected to grow to approximately \$115,400 in the last year of the PPA.
- The project will realize savings of \$1,306,400 (nominal dollars) and over \$838,200 (net present value) over the 15-year term of the agreement.

The Proposal for Option 3 provided a PPA Price of \$0.0979 in the first year and the inclusion of an energy storage component. Please refer to Section 5, below, for a savings analysis for the City based on the PPA Price provided under Option 3 as compared to the City's current electric rate. The following benefits are anticipated under Option 3:

- The City will realize average annual savings of \$80,050. The estimated first year savings of \$5,600 is disproportionately low as a result of certain utility charges which are not affected in Year 1 and as such are expected to grow to approximately \$107,300 in the last year of the PPA, (see **Attachment 1**).
- The project will realize savings of \$1,200,700 (nominal dollars) and over \$768,100 (net present value) over the 15-year term of the PPA before factoring in the avoided capital costs of a similarly sized fossil-fuel back-up generator. After considering the avoided costs of \$150,000 the project will realize savings of \$1,350,700 (nominal dollars) and over \$907,500 (net present value) over the 15-year term of the PPA.
- HESC is offering to include a 250 kW, 625 kWh battery storage component with the solar system to serve as an additional source of emergency back-up power supply in the event of a grid outage. This aspect of the Proposal provides the City with an added financial benefit of \$150,000 in avoided capital costs.
- The battery component of the HESC Proposal may also be able to offer the City additional services associated with peak load shaving that may allow the City to generate additional cost savings through lower demand charges.<sup>1</sup>

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<sup>1</sup> If HESC's Option 3 Proposal is selected by the Authority and the City, then the PPA will include provisions that will enable the City to take advantage of these additional benefits when they become available.

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HESC proposed a fifteen (15) year PPA term and total System of 1.332 MW dc. The total project cost under Option 1 is \$3 million and under Option 3 is \$4 million. Under both Options 1 and 3 HESC would be solely responsible for all project costs.

Below is a summary of the key information from the Proposal Options submitted by HESC:

**Proposal Option 1 – Company Financing w/o Energy Storage Facility**

- Capacity: 1.332 kW
- Annual kWh (Year 1): 1,359,155 kWh
- Guaranteed kWh (Year 1): 1,223,240 kWh
- First Year PPA Price: \$0.0929 per kWh
- Annual Price Escalator: 2.5%
- Price Adjustment Factor for Project Development Costs: \$.0075/kWh
- Price Adjustment Factor for Unforeseen Electrical and Interconnection costs:

A. \$50,000-\$99,000	\$0.0075
B. \$100,000 - \$149,000	\$0.0150
C. \$150,000 and above	\$0.02

- % Electric Load Served by Guaranteed kWh: 61%
- Nominal Estimated Savings Over 15 Year Term: \$1,306,400
- Net Present Value Estimated Savings Over 15 Year Term: \$838,200<sup>2</sup>

**Proposal Option 3 – Company Financing with Energy Storage Facility**

- Capacity: 1.332 kW
- Annual kWh (Year 1): 1,359,155 kWh
- Guaranteed kWh (Year 1): 1,223,240 kWh
- First Year PPA Price: \$0.0979 per kWh
- Annual Price Escalator: 2.5%
- Price Adjustment Factor for Project Development Costs: \$.0075/kWh
- Price Adjustment Factor for Unforeseen Electrical and Interconnection costs:

D. \$50,000-\$99,000	\$0.0075
E. \$100,000 - \$149,000	\$0.0150
F. \$150,000 and above	\$0.02

- % Electric Load Served by Guaranteed kWh: 61%
- 250 kW/625 kWh Battery Storage Component
- Nominal Estimated Savings Over 15 Year Term: \$1,350,700

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<sup>2</sup> Net present Value of Benefits based on guaranteed production numbers and assumes a 5% discount rate.

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- Net Present Value Estimated Savings Over 15 Year Term: \$907,500<sup>3</sup>

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<sup>3</sup> Net present Value of Benefits are based on guaranteed production numbers and assumes a 5% discount rate, and an estimated avoided cost of \$150,000 in Year 1.

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## 5. Proposal Evaluation Matrix

HESC's proposal proceeded to Phase II and III evaluations in accordance with the process defined in the RFP. The evaluation was conducted pursuant to the Evaluation Matrix, which is based on a total potential score of 100. The Evaluation Matrix is broken into the following criteria and weighting factors:

Financial Benefits (42 points)	NPV of Benefits - PPA Price - Avoided Capital Costs* Option - Sharing of Benefits
Technical Design/Approach (8 points)	Design Strategy Project Team Approach O&M Plan and Approach Inclusion of Battery Back-up System
Respondent Experience (10 points)	Project Management Contractor Expertise Project Experience New Jersey Experience
Financial Strength (30 points)	Financial Capability/Strength of Provider County Risk
Oral Interview Evaluation (10 points)	Presentation Explanation Key Factors Understanding Financial Factors/SREC Market

***\*Avoided capital costs due to the installation of a solar battery back-up system relative to a traditional fossil fuel back-up generator.***

The Evaluation Matrix scoring is provided in **Attachment 5**. The following sections of this Evaluation Report provide a review of the evaluation criteria with respect to the proposals received.

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## 6. Evaluation of Financial Benefits

Below is a summary of the financial criteria upon which the HESC Proposals were evaluated. HESC's Proposal was awarded points consistent with the following criteria:

- NPV of Benefits (including PPA Price and avoided capital cost associated with battery storage, if applicable)
- Option - Sharing of Benefits

### **NPV of Benefits – PPA Price**

It is anticipated that the City will realize economic benefits from the installation of the Systems through savings in energy costs by purchasing electricity generated from the Systems installed and operating at the DPW Facility rather than from the local electric utility.

In calculating energy cost savings, the Evaluation Team compared a forecast of the cost of the local utility tariff rate of electricity delivered to the DPW Facilities that is avoided by purchasing electricity generated from the Systems at the PPA Price proposed by the Respondent and multiplied the difference by the expected solar output. This yielded the projected savings in energy costs realized through the installation of the Systems.

The forecast of the avoided cost of the local utility tariff rate is the result of a detailed analysis of the relevant utility tariff by each of its components over the 15-year term of the PPA. This detailed analysis takes into account many factors, including the following:

1. On and off-peak energy usage (kWh) and peak demand (kW) estimates using load analyses and estimated operating hours provided by Partner.
2. Email correspondence from PSE&G that the site will be billed at PSE&G's LPL-Secondary service tariff. Additionally, assumptions were made with regard to the anticipated Capacity and Transmission obligations, a component of the electricity bill. This information is normally acquired directly from PSE&G as a result of historical usage. However, since the facility is currently not in full operation and PSE&G data is not available we had to make certain assumptions concerning the expected Capacity and Transmission obligations of the site once in full use. For the purpose of this analysis a Capacity and Transmission of 450 kW were used as a conservative value consistent with similar buildings in the same tariff class and geographic location.

3. Those components of PSE&G's LPL-S tariff rate that are not avoided as a result of the solar installation. For example, the customer charge and a portion of demand charges are not avoided through the purchase of solar energy generated by the Systems.
4. The most recent energy market fundamentals (e.g. New York Mercantile Exchange futures, Energy Information Administration long term escalation rates and environmental and RPS programs such as the SREC program) are incorporated to provide the best indication of future energy market costs.
5. The impact on future energy costs of national, state and regional environmental initiatives currently being considered (e.g. carbon credits). The forecast includes the low Environmental Protection Agency ("EPA") estimate for carbon legislation originally slated to start in 2012 but pushed out to 2015.
6. The impact that general energy market escalation will have upon long-term energy prices.

To calculate the NPV benefits provided by the proposal, guaranteed production values were used. In addition, a 5% discount rate was assumed to calculate the NPV of benefits, which was the assumed interest cost of the Authority bonds in the RFP. This analysis also assumes an average retail electric escalation of 3%.

Table 3 provides an overview of the economic benefits, including savings calculations, of the proposal received for Option 3.

**Table 3  
Economic Benefits**

Proposal Option	Year 1 Annual Savings	15 Year Average	Avoided Costs	Life of Project Nominal Savings	Life of Project NPV Savings
Option 1	\$11,751	\$87,095	\$0	\$1,306,422	\$838,214
Option 3	\$5,635	\$80,050	\$150,000	\$1,200,747	\$768,113

The proposal was evaluated based on the NPV of benefits, which recognizes the time value of money and the opportunity cost of capital, to the City.

HESC was given the maximum points under the Proposal for Option 3.

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## **Avoided Capital Costs**

Additional benefits may be available to the City in the form of avoided capital costs associated with back-up power generation at the DPW Facility.

HESC's proposal included a total of two proposals – one with battery back-up and one without. During the oral interview process, the Evaluation Team evaluated the costs and benefits, both monetary and non-monetary between the proposals that included battery back-up technology.

The battery storage system, which is integrated with the System inverter, will provide emergency backup power in the event of a grid power outage. During a power outage the City will not only be able to feed a critical load circuit from the stored energy, it will also be able to keep the solar installation functioning and delivering power during the daytime and recharging batteries for night time use.

Solar Grid Storage (SGS), a subcontractor to HESC and the firm selected by HESC to provide the battery storage component of the System, will assist in the installation of the inverter, batteries and all control systems which will be mounted within self-contained trailers installed near the existing emergency generator. The battery system is safe, contains an internal fire suppression system, meets all NEC and UL standards and has no toxic materials. SGS will also install a subpanel to handle the critical load circuitry which will be installed at a convenient location adjacent to the main panel at the DPW facility. It will be at the City's discretion to select critical load mechanical equipment to add to the subpanel circuit.

Based on a very preliminary engineering review, there are two potential configurations that have been identified by SGS for tying-in the battery storage system inverter to operate in conjunction with the existing 750 kW diesel generator. Under scenario one, the PowerFactor system would automatically island when a grid outage is detected, would power the critical loads with the PV plus battery and then switch to the generator when the PV plus battery can no longer carry the loads.

The second configuration will be to separate out a set of critical loads to be served by the PowerFactor system unique from the critical loads that are served by the generator.

Working in unison with the proposal team design, construction and finance leads, and in close consultation with the City and its professionals, SGS will craft the final battery power configuration during the construction phase. The costs to integrate the

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Battery Storage, PowerFactor, systems for backup energy supply in coordination with the existing emergency generator for a basic scenario are included in the project team budget.

There is an allowance built in for this basic integration, which may include having backup energy from the PowerFactor system serve the load until battery depletion and subsequent transition to the generator or having backup energy from the PowerFactor system serve a dedicated set of critical loads on a new panel. SGS believes the first scenario has a lower cost than the second option, and as such, if the City elects to proceed with the second option it may result in costs to the City related to the wiring work on its side of the building.

SGS will have complete responsibility for the operation, maintenance and performance of the integrated inverter/battery storage system for the 15 year term of the PPA. The SGS battery system has a useful life commensurate with that of the solar Systems, typically 30 years, provided the components are properly maintained and refurbished. SGS currently anticipates battery refurbishment at 10-year intervals and inverter refurbishment at 12-year intervals. All of these costs will be the responsibility of HESC.

The facility currently has a 750 kW diesel generator tied to critical loads. The battery storage could be used to provide redundancy to other loads not tied to the generator or to provide an additional level of redundancy to certain critical loads. The loads will be determined following additional due diligence and discussions with the City and its professional team.

During the oral interview process SGS confirmed that the proposed battery size provides the following configuration:

- 1) City of Jersey City Shop Storage Building & City of Jersey City Auto Building
  - a. 140 kW and 160 kW roof-mounted solar Systems with one (1) PowerFactor250™ battery system for a total of 250 kW AC inverter capacity and 125 kWh of battery capacity
- 2) City of Jersey City Salvaged Warehouse Steel Roof Frame
  - a. 950 kW canopy solar System with two (2) PowerFactor500™ battery systems for a total of 1000 kW AC inverter capacity and 500 kWh of battery capacity
- 3) Critical loads
  - a. Suggested 250 kW critical load sub-panel (20% of total 1,250 kW AC capacity)

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Each PowerFactor™ battery system (250 kW and 500 kW) is contained in a 10 by 20 foot ISO container placed on concrete pad. Concrete filled traffic safety bollards will be installed where appropriate. Additionally, each battery system contains advanced inverter and lithium-ion batteries, safety disconnect switches, fire and smoke detection and suppression equipment, and controls in a steel enclosure

The most critical additional benefit to the City in selecting a proposal with battery back-up technology is the additional kWh production produced by the solar System during daylight hours. The battery technology allows for the solar System to continue to generate power for the DPW and recharge the battery during the day, which would otherwise shut down during a power outage.

Thus, the benefits of selecting the battery storage proposal options are twofold: 1) the City can continue to receive the full benefits of the solar System during the daylight hours of a grid-outage, and; 2) the battery can provide 625 kWh of stored electricity during the non-sunlight hours of a grid-outage. In order to evaluate the benefits, both economic and non-economic, the Evaluation Team made some assumptions in order to quantify the benefits of a solar/ battery back-up system in comparison to the installation of a new traditional fossil fuel generator.

For comparison purposes, HESC and its engineering team would need to interconnect the battery and solar System into a subpanel to allow the building to remain occupied during a grid-outage. The subpanel will be interconnected to pre-selected critical equipment within the DPW Facility that is required for the building to remain occupied. During the day the combined solar System and battery will satisfy the electrical requirements of the DPW Facility. During non-sunlight hours, the battery, solely, will provide enough stored energy to operate the subpanel for a period of time. The process would repeat daily until the electrical grid has been fully restored.

Based on discussions with the City's engineer we can estimate that the installation of an equivalent fossil fuel emergency generator will cost the City approximately \$150,000. For purposes of this evaluation report, the Evaluation Team has included the \$150,000 in the Net Present Value (NPV) of benefits offered in HESC's proposed option with battery storage as a quantifiable avoided cost to the City. We understand that the City has an existing emergency generator, however, there is additional value in adding a second resilient power source to adequately address the issue of grid-outages.

In addition, the battery inverter also has enhanced potential value in the near future, through demand management strategies, to provide the City with additional benefits related to load shifting and reducing related energy demand charges. This use will be evaluated based on the site energy usage profile overlaid with the solar production to determine how much battery storage needs to be deployed and when.

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Over the first year of operation the PowerFactor™ battery system will acquire the necessary data from the solar System operations allowing for an accurate estimate of demand charge savings given the demand charge tariff schedule.

In addition, there are additional avoided costs which are very difficult to quantify at this point and are not included in the NPV of benefits outlined in the economic metrics of this Evaluation Report. The additional avoided cost benefits are as follows:

1. Fuel costs. There are avoided fuel costs associated with installing a solar powered back-up battery system relative to a fossil fuel burning generator. The prices of gasoline, petroleum, diesel, natural gas and/or propane prices are more volatile and often increase sharply during cold weather and during power outages. Unless the duration of the outage as well as the time of outage is known in advance it is difficult to calculate the exact avoided fuel costs, however, the cost impact could be significant if the outage occurs during the daytime hours and continues for a long period of time.
2. Maintenance costs. There are avoided operation and maintenance costs associated with fossil fuel power generators.

Additional non-monetary benefits include:

3. Limited fuel supply. There is limited availability of fossil fuel sources during a power outage or in the aftermath of a severe storm. In the case of Superstorm Sandy, the condition of roadways and flooding prohibited the distribution of fuel, and there was a shortage of gasoline due to a lack of electricity supply to gas stations. These circumstances generated a sharp increase in the use of generators as back-up generation sources by homeowners and businesses.
4. Zero emissions. There are no emissions created in the storage of solar powered battery back-up generation.
5. Emergency power diversification. Installing a solar battery diversifies the back-up generating assets at the City. In this case, the City would now have a large emergency generator (recently installed) as well as the solar battery back-up system adding a level of diversity to emergency generation.
6. Recyclable materials. The lithium ion material used in the solar battery is 90% recyclable at the end of the 15 year PPA term.
7. Less Noise. There is a significant amount of noise pollution associated with operating a fossil fuel generator. This nuisance is eliminated when using a solar powered battery back-up system.
8. Showcase for state of the art technology. The City will likely receive press attention for installing a "next generation" solar system. When installed, this system will be a first-of-its-kind system at a municipal facility in New Jersey.

HESC was awarded the maximum points for this category.

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### **Option Sharing of Benefits**

The RFP allowed for respondents for the Sharing of Benefits with the City, however, HESC's Proposals did not offer this option. For this reason no points were awarded to HESC under this category.

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## 7. Evaluation of Technical Design/Approach

The evaluation of the technical design/approach has several criteria including:

- Design Strategy
- Project Team Approach
- O&M Plan and Approach
- Inclusion of Battery Back-up System

### Design Strategy

The design strategy in HESC's proposal was evaluated based on reviewing the preliminary system layout, sizing and production as well as the major system components and the anticipated construction schedule. The following section provides an explanation on the review of the solar layout, sizing and production. Table 4 provides an overview of the components that are utilized in the HESC Solar design and each component's compliance with the technical specifications in the RFP. It has been determined that the module, inverters and balance of system equipment proposed by HESC are common within the industry and meet the requirements of the RFP.

### Solar Layout, Sizing and Production

The Evaluation Team reviewed the solar layout, system sizing and output guaranty for each project to make certain that the system is properly sized, and to evaluate the System output benefits to the City.

For roof and carport canopy systems at similar expected output kWh/kW ratios are typically in the range of 1.100 kWh/kW within the standard range for the industry. These assumptions assume a 10 degree tilt and near ideal azimuth. The guaranteed output for each system is 90% of the expected output, also typical for the industry. HESC provided a 90% guarantee as required by the RFP and received the maximum points. Below is a review of the proposal.

Proposal Option	Total System Size: MW	Expected Total System Output: kWh	Guaranteed Total System Output: kWh	Additional Production/Storage
Option 1	1.332	1,359,155	1,223,240	N/A
Option 3	1.332	1,359,155	1,223,240	250 kW/650 kWh

The Evaluation Team compared the output (kW) of HESC proposed system with the conceptual site plan layout that was completed by Urbahn Architects. The layout

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for the roofs differed considerably in size to the layouts provided in the RFP. This discrepancy relates to HESC's choice to not use an area of the roof with a slight north orientation. In addition, the proposed roof areas account for only a 7 degree tilt where there is a natural pitch a 15 degree tilt. It is for these reasons that the expected and guaranteed production numbers appear to be low in HESC's response.

With regards to the carport canopy system, HESC's proposed design represented an increase in kW system sizing from the RFP response. However, it was confirmed during the oral interview that HESC's design of the carport canopy system assumes mounting the panels with a flat, zero-degree pitch. This enables HESC to increase the total kW capacity but does not optimize production on a kWh per kW basis. As such the kWh/kW ratio mentioned above is lower.

The guaranteed output of the system is 1,223,240 kWh, which represents 90% of the anticipated total system output. The production rate of the HESC is approximately 900 MWh per 1 MW installed, which is consistent with the PV Watts calculations that were completed for the project for a flat mounted system but not systems at the angles outlined above.

Both the guaranteed system output and production rate of the system are acceptable, however, it is important to note that the expected production of the proposed systems are preliminarily expected to exceed the on-peak usage at the Jersey City DPW. Under a scenario where on-peak solar generation exceeds on-peak usage, the additional solar kWh generated on-peak will be credited to the City at the wholesale rate of electricity, a price typically below the rate charged by the PPA provider. This can result in a loss in savings to the customer. It is for these reasons that the Authority's Evaluation Team, in consultation with the City, will work with HESC to ensure the optimal benefits are achieved through proper sizing of the Systems. Given that HESC proposed system size is nearly 150 kW larger than the system size provided by the City's Architect and Engineer in the preliminary feasibility assessment included in the RFP, it should be possible, if determined necessary to do so, to reduce the final system size without falling below the City's original preliminary feasibility assessment for the system.

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**TABLE 4: HESC Solar Major System Components**

<b>System Component</b>	<b>Manufacturer</b>	<b>Compliance with Project Technical Specifications</b>
<b>PV Modules</b>	Canadian Solar Panels (300 Watt), Trina or equivalent	Yes
<b>Inverters</b>	Advanced Energy or PV Powered, Princeton Power or Dynapower inverters (Battery Storage)	Yes
<b>Roof Racking System</b>	Sollega Fastrack 510 and Unistrut Racking	Yes
<b>DAS</b>	Locus Monitoring system	Yes

HESC provided design strategies and equipment selection in compliance with the RFP and as such were awarded the maximum points for this criterion.

**Project Team Approach**

HESC provided limited information in its Proposal regarding the project team approach; however, during the oral interview, HESC provided additional clarification.

Hudson Energy Solar, a division of Just Energy, will be responsible for providing construction financing and will be the owner and operator of the System for the 15 year term of the PPA.

Geogenix is the solar developer, assisting in the drafting of the RFP response and is responsible for the preliminary solar design and development.

American Clean Energy (ACE), under contract by HESC as the project manager, will provide engineering, utility interconnection administration, material procurement and general project oversight.

Altec Building Systems, under contract by ACE as the electrical contractor and project manager, will provide permitting, environmental compliance, construction and installation of the project.

HESC's team approach satisfies the requirements of the RFP, and it was awarded the maximum points for this category.

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ACE will use Microsoft Project Manager to facilitate the project schedule. ACE will hold regular project updates and weekly meetings and will maintain continuous communication with the City, both directly and through the Authority's energy consultant. This includes, but is not limited to, identification of lay-down areas, trailers, project scheduling changes, and manpower work hours.

A Bar Chart construction schedule was included in the proposal outlining a strategy that included the installation of the roof mounted solar system in 6 months and the carport over 12 months from notice to proceed through permission to operate. The schedules provided in the RFP response had erroneous dates for the roof mounted system and the Evaluation Team requested that they be revised to reflect total number of days to construction for each system.

### **Operations and Maintenance Plan and Approach**

HESC will be responsible for all operations and maintenance, but will either utilize internal resources or subcontract the tasks to Altec or local subcontractors. HESC will be alerted immediately via either electronic notice through the data acquisition system, through phone calls by site staff or through its own staff conducting inspections. During the oral interview HESC offered to provide a sample operations and maintenance agreement outlining the scope of work and terms. The Evaluation Team reviewed the O&M agreement and the scope of work, terms, and response times, satisfy the requirements of the RFP. As such, HESC was awarded maximum points for this category.

### **Inclusion of a Battery Back-Up System**

HESC proposed an alternate option which included battery back-up storage technology. The battery storage system, which is integrated with the solar System inverter, will provide emergency backup power in the event of a grid power outage. During a power outage the City will not only be able to feed a critical load circuit from the stored energy, it will also be able to keep the solar installation functioning and delivering power during the daytime and recharging batteries for night time use.

Solar Grid Storage (SGS), a subcontractor to HESC, will assist in the installation of the inverter, batteries and all control systems which will be mounted within a self-contained trailer installed at the array site. SGS will also install a subpanel to handle the critical load circuitry which will be installed at a convenient location adjacent to the main panel at the DPW Facility.

HESC will own the battery, however, SGS will have complete responsibility for the operation, maintenance and performance of the integrated inverter/battery storage

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system for the 15 year term of the PPA. During the oral interview process SGS confirmed that the proposed battery size has a capacity of 250 kW.

HESC earned the maximum points for this category.

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## **8. Evaluation of Respondent's Experience**

Respondent was evaluated on its experience based on the following elements:

- Project Management
- Contractor Expertise
- Project Experience
- New Jersey Experience

HESC has assembled an experienced and qualified project team. HESC and its team members, Geogenix, American Clean Energy and Altec Building Systems, have the skills and experience needed to implement the System. Firm qualifications, project experience and references were provided for HESC and its team members. ACE's Project Manager will be Sol Moskowitz and Director of Engineering, Dan Russo, will coordinate design activities and then work with Altec Building System on the installation.

The following review and evaluation is specific to Altec Building Systems (Altec), only, as they will be responsible for all technical and construction-related activities on this project.

### **Project Management**

Altec demonstrated the ability to successfully manage the project through the involvement of well-qualified management, supervisory, and key staff. Altec indicated Robert Smith will be the project manager for the City's project. Robert Smith managed the Tom's River BOE projects, and has over 8 years experience in managing 27 similar projects. He has managed the installation of over 70 MW of solar development in the State. HESC was awarded the maximum points for this category.

### **Contractor Experience**

Altec Building Systems and Altec Electrical are Union contractors with over 3 years of solar installation experience and have been active since 1992. They are DPMC classified in electrical, solar and construction renovation. Altec partnered with Lighton Industries to bid on the Tom's River school project. HESC was awarded the maximum points for this category.

### **Project Experience**

HESC provided a comprehensive list of 10 project references completed which included the following sites:

- 
- Passaic Valley High School Board of Education: 475 KW - \$1,800,937
  - General Plumbing Supply: 513 KW - \$2,301,870
  - Lakewood Cheder School: 1.1 MW - \$4,582,000
  - Congregation Kehilas Raintree: 31 KW - \$141,480
  - Yeshiva Yishrei Lev: 370 KW - \$1,489,749
  - Toms River Municipality BOE: 4.47 MW - \$17,441,424
  - Yeshiva Toras Chaim: 185 KW - \$712,250
  - CPI Connector Products Inc.: 73 KW - \$271,950
  - Shoprite of Carteret: 708 KW - \$2,837,720
  - Pimental Investments: 600 KW - \$2,180,000
  - Sutherland Packaging: 703 KW - \$2,450,500
  - Pennsylvania Portfolio of Municipal Projects: 3.04 MW - \$11,878,959
  - Teaneck Board of Education: 862 KW - \$4,361,195
  - Jackson Municipal Township: 486 KW - \$1,900,533
  - Town of North Warren Regional Board of Education: 987 KW - \$3,326,190
  - Holmdel Board of Education: 1.8 MW - \$5,500,000
  - Barnegat Board of Education: 1.4 MW - \$4,200,000

HESC demonstrated extensive project experience with respect to similar types of projects, number of projects and years of experience. It received the maximum number of points for this category.

American Clean Energy Solar PPA experience includes:

- Tom's River Schools
- Artistic Tile (Secaucus, NJ)
- Tenafly Board of Education

Altec's solar installation experience includes:

- NJ Homeland Security Center, Lawrenceville, NJ
- Tom's River Intermediate School, Tom's River, NJ
- Artistic Tile, Secaucus NJ

HESC/American Clean Energy/Altec demonstrated extensive project experience with respect to similar types of projects, number of projects and years of experience. It received the maximum number of points for this category.

### **New Jersey Experience**

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As outlined above the HESC has sufficient New Jersey experiences, therefore it received the maximum number of points for this category based on the team's significant New Jersey experience.

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## 9. Financial Strength

An evaluation of the financial strength of the proposals has several elements including financial risk to the Authority and the County as well as the financial capability/strength of the provider.

Financial risk to the Authority and County is implicated by Options 2 and 4 of the RFP, where the Authority is committing funds to the project, and the County is committing its guaranty. Accordingly, any proposals received under Options 2 or 4 require submission of a CSA or a financial package that would eliminate the need to fund a CSA, as discussed in Section 2. HESC has proposed to use private financing options under Options 1 and 3, which does not impose a financial risk to the County.

Under a private financing strategy the financial capability of the Proposers should be reviewed in the context of two risks to the City.

The first risk is the ability for the Proposer to secure adequate financing to invest in the project. Proposer HESC verbally communicated financing was readily available as explained in more detail later in this section.

The second risk to the City is the financial ability for the Proposer to operate and maintain the Systems over the life of the project. The ability to do so requires an adequate revenue stream through electricity and SREC revenues, i.e. the on-going electricity and SREC revenues must be sufficient to fund ongoing operation and maintenance costs over the term.

It is important to note that operating risk is mitigated by the nature of the PPA and ownership structure involved in this transaction. The City will not invest its own capital in the project. Rather, the project will be developed through the use of private investor capital. As such, the City has limited exposure in the event that the PPA provider defaults. If so, the financier will either take over the project and/or restructure the debt – again having little impact to the City and its taxpayers since the investors, not the City, will bear this cost and the project will continue to operate. In the unlikely event the financier were to abandon the project the City would be left with a fully functional system capable of producing SRECs and avoided retail electricity benefits at no cost to the City. Under this scenario the City may be obligated to maintain the system, however the benefits associated with full electric retail savings and SREC revenue should outweigh any such maintenance costs.

HESC proposes to utilize a special purpose entity to own the project once the project is completed. While HESC provided acceptable financial statements which meet the requirements of the RFP, the financials that were provided relate to its parent company Just Energy, and do not reflect the financial qualifications of the special

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purpose entity. Since HESC makes up a small part of Just Energy (approximately 3%), there is not a lot of usable financial information within Just Energy's financial statements.

HESC has various financing agreements for the installation of their solar projects. It is noted in Just Energy's financial statements that if there is a default on any HESC debt, there is no recourse to any of the other areas of Just Energy. The ultimate risk of each financing is restricted to HESC and its subsidiaries; however, HESC has never defaulted on any of their financial commitments. On a few of HESC's projects, Just Energy has been a tax equity partner. For these projects the solar renewable energy credits ("SRECs") generated by the project will be sold for \$160 or \$200 (depends on the project) pursuant to an SREC put agreement between HESC and Just Energy.

In addition, HESC has been in discussions with a tax equity partner and construction/permanent financing bank regarding the Jersey City project. HESC has indicated these potential partners are extremely interested in providing the financing for this project. These partners have previously financed other municipal solar projects for HESC. During the interview process, the Evaluation Team learned that HESC has funds available in-house to start the project until a financing agreement is completely negotiated.

It was also confirmed by HESC that the bonding requirements would be met through the provision of a performance bond from its electrical contractor for the project in the amount of 100% of the costs of installation in the form of a dual oblige bond.

Since the two proposed options by HESC will be privately financed, there is no financial risk to the Authority or County for either option. During the review of Just Energy's financial statements and its subsequent information regarding HESC finances, there was not any information received or reviewed that would lead the Evaluation Team to believe that HESC is financial unstable. HESC has never defaulted on any of its financial obligations and, as was discussed in the interview, HESC does not foresee any financial troubles in the near future.

Due to the above-mentioned factors, HESC was awarded 10 points for this category.

The evaluation team has deducted 5 points from the Financial Capability/Strength of Provider score due to the following reasons:

1. HESC has only been in business 3 years
2. All loans are non-recourse to Just Energy (parent company with all the assets)

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3. A special purpose entity will be formed for the project. This entity has no assets or financials and is typically formed on a project by project basis.

Since the two proposed options by HESC will be privately financed, there are no financial risk to the Authority, County or City. Due to these factors the HESC proposals receive a 10 for the County Risk evaluation criteria.

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## 10. Evaluation of Interview

HESC was evaluated with respect to its presentation and answers in the interview. This included evaluation of their presentation, explanation of key factors and understanding of financial factors.

HESC did a good job during their presentation, and was able to explain some key issues and demonstrated a general understanding of financial issues.

The following items were clarified during the oral interview:

1. HESC confirmed that it has the ability to finance the project immediately either via financing from its parent Just Energy or a team of equity and debt financiers.
2. HESC confirmed that it will pay the Project Development Costs to the Authority upon execution of the Power Purchase Agreement (PPA).
3. HESC confirmed that it will own the battery storage component and that same will be incorporated into the PPA.
4. As required in the RFP, HESC executed a Project Labor Agreement Letter of Assent but they also confirmed the use of union labor.
7. HESC confirmed that it will comply with the RFP requirements concerning the guaranteed production standards of 90%.
8. HESC confirmed that it would utilize its form of PPA but would incorporate all material terms and conditions of the PPA that was issued as part of the RFP.
9. HESC confirmed the bonding requirements would be met through the provision of a performance bond from its electrical contractor for the project in the amount of 100% of the costs of installation in the form of a dual obligee bond that can be called at any time by the Authority or HESC.
10. The manufacturer specifications of the proposed equipment (panels, ground-mount design, inverters, etc.) was provided by HESC.
11. HESC provided revised solar layouts and PV Watts information as well as an updated construction schedule.
12. HESC confirmed an educational component and weather station will be provided to the City and the City will have discretion on location of a wall mounted display.

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12. HESC has a positive view of the SREC market, and believes that within the next several years the market will mature and expand. However, since HESC is an electric supplier with a renewable portfolio obligation, it has internal requirements for SRECs and therefore would enter into a multi-year SREC contract. As such, HESC felt it was uniquely positioned within the market and has the ability to provide a long term financially viable project.

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## 11. Recommendation – Successful Respondent

Based upon the financial, technical and administrative reviews that were conducted by the Evaluation Team, the Proposal submitted by HESC in response to the RFP complies with the requirements prescribed in this RFP.

The HESC Proposal Option 3 provides the City benefits in the following key areas:

1. It provides substantial direct energy cost savings;
2. The City will realize average annual savings of \$80,050. The estimated first year savings of \$5,600 is disproportionately low as a result of certain utility charges which are not affected in Year 1 and as such are expected to grow to approximately \$107,300 in the last year of the PPA, (see **Attachment 1**).
3. The project will realize savings of \$1,200,700 (nominal dollars) and over \$768,100 (net present value) over the 15-year term of the PPA before factoring in the avoided costs of a similarly sized fossil-fuel back-up generator. After considering the avoided capital costs of \$150,000 the project will realize savings of \$1,350,700 (nominal dollars) and over \$907,500 (net present value) over the 15-year term of the PPA.
4. HESC is offering to include a 250 kW, 625 kWh battery storage component with the System to serve as an additional source of emergency back-up power supply in the event of a grid outage. This aspect of the Proposal provides the City with an added financial benefit of \$150,000 in avoided capital costs.
5. The battery component of the HESC Proposal may also be able to offer the City additional services associated with peak load shaving that may allow the City to generate additional cost savings through lower demand charges.<sup>4</sup>

Over the fifteen (15) years of the PPA, the HESC Proposal Option 3 yields an estimated fifteen-year cumulative savings of over \$1,350,700 with NPV economic benefits of nearly \$907,500 inclusive of avoided costs of \$150,000.

The Respondent provided a financial structure limiting the financial risk to the County, the Authority and the City. By offering to self-finance the overall cost of the

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<sup>4</sup> If HESC's Option 3 Proposal is selected by the Authority and the City, then the PPA will include provisions that will ensure that the City can take advantage of these additional benefits when they become available.

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renewable energy projects in the amount of \$3 million, the HESC Proposal eliminates the need to have the Authority issue any bonds for the project.

HESC's proposal Option 3 scored 93.0 points out of a possible 100 points on the Evaluation Matrix. The Evaluation Matrix is shown in **Attachment 5**. Accordingly, the Evaluation Team recommends that the Authority designate HESC as the Successful Respondent. Attachments 1-5 provide detailed economic analyses supporting the recommendation.

**Attachment 1** summarizes HESC's Proposals, including Systems size, annual generation (first year) and PPA pricing (first year PPA rate and annual escalation). Additionally, Attachment 1 summarizes cost savings of HESC's Proposals. The energy cost savings shown in Attachment 1 reflect both nominal dollar and net present value dollar savings.

**Attachment 2** summarizes electricity cost savings for the City based on HESC's Proposals.

**Attachment 3** summarizes System size and production of HESC's Proposals, and includes the percentage of total displaced electricity at the DPW Facility.

**Attachment 4** is a sensitivity analyses around changes in the escalation of the retail electric rates. The sensitivity analyses was completed to illustrate to the City the impact of a range of energy price escalation rates (from 0 to 6.5%) on the level of estimated savings provided by HESC's Proposals. The benefits are positive over a wide range of retail electricity escalation rates.

#### **TAX DISCLAIMER**

**ALL RESPONDENTS, INCLUDING THE SUCCESSFUL RESPONDENT, IF ANY, ARE HEREBY ADVISED THAT THEY SHOULD CONSULT WITH, AND RELY UPON, THEIR OWN TAX ADVISORS IN CONNECTION WITH ALL FEDERAL AND STATE TAX MATTERS IN THE RFP OR THAT MAY OTHERWISE BE IMPLICATED BY THE TRANSACTIONS DESCRIBED IN THE RFP, INCLUDING THE INTERPRETATION OF ANY PROJECT OR AUTHORITY FINANCING DOCUMENTS, AND THAT NONE OF THE AUTHORITY, THE COUNTY, THE LOCAL UNITS NOR THEIR RESPECTIVE ADVISORS ARE RENDERING ANY ADVICE OR OPINION IN CONNECTION WITH SUCH TAX MATTERS.**

# Attachment 1

## Solar Proposal Summary

### HCLA Jersey City DPW Solar Request for Proposal

#### Proposal Evaluation

Respondent	RFP Options	kW	PPA Rate	Escalation	Solar Savings Guaranteed Nominal (\$)	NPV (\$)
HESC	Option 1 Base	1,332	\$0.0929	2.5%	\$1,306,422	\$838,214
HESC	Option 3 Alternate (Solar Battery Back-up)	1,332	\$0.0979	2.5%	\$1,350,747	\$907,528

\* Nominal and NPV savings include \$150,000 in avoided costs for Option 3 due to battery back-up

# Attachment 2 Forecasted Energy Cost Savings for the City at the DPW Facility

## HCIA Jersey City DPW Solar Request for Proposal

### Forecasted Energy Cost Savings

Bidder	Local Unit/Facility	Year 1	15 Year Average Annual Savings	Avoided Costs	Life of Project Nominal Savings	Life of Project NPV Savings
HSE	Jersey City DPW Option 1	\$11,751	\$87,095	\$0	\$1,306,422	\$838,214
HSE	Jersey City DPW Option 3	\$5,635	\$80,050	\$150,000	\$1,350,747	\$907,528

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# Attachment 3

## DPW Facility- Solar Statistics

HCIA Jersey City DPW Solar Request for Proposal

Local Unit Facility - Solar Statistics

Local Unit	Annual Electric Metered Load (KWH)	kW	HESC Proposal		Electric Load Served by Solar Generation Guaranteed (%)	Electric Load Served by Solar Generation Projected (%)
			Expected kWh	Guaranteed kWh		
Jersey City DPW	1,999,674	1,332	1,345,563	1,223,240	61%	67%

\* Annual metered load is projected using estimates provided by Partner Engineering.

# Attachment 4

## Savings Summary Sensitivity Analysis

HCIA Jersey City DPW Solar Request for Proposal  
Savings Summary Sensitivity Analysis

Discount Rate of 5%, Average Retail Electric Rate of 3%

Respondent	Solar Savings	
	Nominal (\$)	NPV (\$)
HESC Option 3	\$1,350,747	\$907,528

Discount Rate of 5%, Average Retail Electric Rate of 6%

Respondent	Solar Savings	
	Nominal (\$)	NPV (\$)
HESC Option 3	\$2,279,619	\$1,448,808

Discount Rate of 5%, Average Retail Electric Rate of 0%

Respondent	Solar Savings	
	Nominal (\$)	NPV (\$)
HESC Option 3	\$769,561	\$574,036

# Attachment 5 Proposal Evaluation Matrix

## Attachment 5 Hudson County Improvement Authority Proposal Evaluation Matrix

Phase I - RFP Requirements Checklist  
Phase II - Proposal Evaluation  
Phase III - Short List Evaluation

Phase II				
Category	Evaluation Factor	WEIGHTING	HESC Option 1	HESC Option 3
Financial Benefits (42)	NPV of Benefits (Includes avoided capital cost for battery storage if applicable)	40	36.9	40
	Option - Sharing of Benefits	2	0	0
Technical Design / Approach (8)	Design Strategy	2	2	2
	Project Team Approach	2	2	2
	O&M Plan and Approach	2	2	2
	Inclusion of a Battery Back-Up System	2	2	2
Proposer Experience (10)	Project Management	2	2	2
	Contractor Expertise	3	3	3
	Project Experience	3	3	3
	New Jersey Experience	2	2	2
Financial Strength (30)	Financial Capability / Strength of Provider	20	15	15
	County Risk (see Note 4 below)	10	10	10
<b>TOTAL PHASE II</b>		<b>90</b>	<b>79.94</b>	<b>83</b>

ALL proposers that submit complete proposals will be required to take part in an interview that will be scored on a 10 point basis.

Phase III				
Category	Evaluation Factor	WEIGHTING	HESC Option 1	HESC Option 3
Oral Interview Evaluation (10)	Presentation	2	2	2
	Explanation Key Factors	3	3	3
	Understanding Financial Factors / SREC Market	5	5	5
<b>TOTAL PHASE III</b>		<b>10</b>	<b>10</b>	<b>10</b>

Overall Evaluation				
<b>TOTAL PHASE II and III</b>		<b>100</b>	<b>89.94</b>	<b>93</b>

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.256  
 Agenda No. 10.7.11  
 Approved: APR 09 2014



TITLE:

## Resolution Recognizing the Philippine American Friendship Committee And 2014 Parade Grand Marshals

Council as a whole, offered and moved adoption of the following resolution:

**WHEREAS**, the Filipino American community is one of the largest Asian-American groups in Jersey City and the largest Filipino American community in New Jersey, with over 17,000 calling Jersey City home according to the 2010 Census; and

**WHEREAS**, the Philippine American Friendship Committee (PAFCOM) is a community organization based in Jersey City who saw the need to represent and advocate for the growing Filipino American population, and whose aim is to enhance a better understanding of the Filipino culture and be of service to the community and general public. PAFCOM has contributed to Jersey City's diversity, and building a community that lives, works, and enjoys all that Jersey City offers; and

**WHEREAS**, PAFCOM has organized an annual *Grand Parade and Festival* since 1990, traditionally on the fourth Sunday of June. The festivity has grown in size, scope, and reach each year, attracting thousands within Jersey City and in neighboring cities and states. This year on Sunday, June 22, 2014, PAFCOM will celebrate its 24<sup>th</sup> year in existence at Lincoln Park in Jersey City; and

**WHEREAS**, each year, PAFCOM chooses Grand Marshals -- leaders who have a history of accomplishments and deep networks of relationships, and leverage their resources and community ties to ensure a successful Grand Parade and Festival. This year, PAFCOM will proudly present Dr. Edgar and Mrs. Mary Jane Lerias as the 2014 Grand Marshals at their Grand Marshal Night on Saturday, April 5, 2014; and

**WHEREAS**, the Lerias emigrated from the Philippines in the early '80s and have excelled in their professions. Dr. Lerias is a member of the American Pediatric Society, operating two Pediatric offices in New York, and is a Pediatric Consultant at St. Francis Hospital Heart Center. Mrs. Lerias is the First Vice President of Sterling National Bank, managing the multi-million dollar Global Trade Finance Department. The Lerias have a history of community service, and have coordinated medical missions in various parts of the Philippines. Notably, they pioneered a program for indigent patients to come to the United States for congenital heart defect repairs through the Gift of Life Program of the Rotary Club of New York.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby recognize the celebration of the Philippine American Friendship Committee on its Grand Marshal Night and extends its best wishes to the entire PAFCOM membership. Special recognition and accolades should be given to 2014 Grand Marshals, Dr. Edgar and Mrs. Mary Jane Lerias for their outstanding contributions to their community.

G:\WPDOCS\TOLONDA\RESOS\ANNIVERSARY\PAFCOM Grand Marshal Night.docx

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Refando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.257

Agenda No. 10.Z.12

Approved: APR 09 2014

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT  
WITH TELECOM INTEGRITY GROUP FOR  
TELECOMMUNICATIONS CONSULTING SERVICES AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT**

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**COUNCIL offered and moved adoption of the following resolution:**

**WHEREAS**, funds must be allocated for telecommunications consulting services involving telephone bill auditing, telephone service contract negotiation, arbitration of telephone billing disputes as well as other services; and

**WHEREAS**, **TELECOM INTEGRITY GROUP** has agreed to provide the goods and services specified as necessary by the Division of Information Technology; and

**WHEREAS**, the anticipated funding required is Four Thousand (\$4,000) Dollars per month, Forty Eight Thousand (\$48,000.00) Dollars per year of which Twenty Thousand (\$20,000.00) Dollars will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 4A:4-1 et seq.

**WHEREAS**, funds in the amount of **\$20,000.00** are available in **Acct. No. 01-201-31-435-314**

**WHEREAS**, the Director of the Division of Information Technology has certified that these services qualify as an Extraordinary Unspecifiable Services contract (EUS) under the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq.; and

**WHEREAS**, the Resolution authorizing the award and the contract itself must be available for public inspection; and

**WHEREAS**, the Director of the Division of Information Technology has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, **TELECOM INTEGRITY GROUP** has completed and submitted a Business Entity Disclosure Certification which certifies that **TELECOM INTEGRITY GROUP** has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit **TELECOM INTEGRITY GROUP** from making any reportable contributions during the term of the contract; and

**WHEREAS**, **TELECOM INTEGRITY GROUP** has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, **TELECOM INTEGRITY GROUP** has submitted its Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT  
WITH TELECOM INTEGRITY GROUP FOR  
TELECOMMUNICATIONS CONSULTING SERVICES AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT**

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**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that a contract in the amount of \$48,000 is awarded to **TELECOM INTEGRITY GROUP** to provide the City of Jersey City with various telecommunications consulting services and subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached; and

**BE IT FURTHER RESOLVED**, that the term of the contract shall be one year; and

**BE IT FURTHER RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq; and

**BE IT FURTHER RESOLVED**, the contract is awarded without competitive bidding as an Extraordinary Unspecifiable Services (EUS) contract in accordance with N.J.S.A. 40A:11-5 (1) (4)(ii) of the Local Public Contracts Law because of the reasons stated in the certification attached hereto; and.

**BE IT FURTHER RESOLVED**, this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT  
WITH TELECOM INTEGRITY GROUP FOR  
TELECOMMUNICATIONS CONSULTING SERVICES AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT**

**BE IT FURTHER RESOLVED**, that the resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

**BE IT FURTHER RESOLVED**, that the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Determination of Value Certification and the Certification of Compliance with the City's Contractor Pay-To-Play Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution; and

**BE IT FURTHER RESOLVED**, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2014 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-310-435-314** for payment of the above Resolution.

Requisition No. \_\_\_\_\_

Purchase Order No. 113043

EEO/AA Review \_\_\_\_\_

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM [Signature]

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando Lavarro, President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH TELECOM INTEGRITY GROUP FOR TELECOMMUNICATIONS CONSULTING SERVICES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT**

**Project Manager**

<b>Department/Division</b>	<b>Administration</b>	<b>Information Technology</b>
<b>Name/Title</b>	<b>Robert Magro</b>	<b>Director</b>
<b>Phone/email</b>	<b>201-547-4274</b>	<b>bobm@jcnj.org</b>

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

List of telecommunications consulting services to be delivered from **TELECOM INTEGRITY GROUP** :

- Telephone Line Invoice gathering
- Telephone Line Inventory Build
- Telephone Line Rates & Tariffs review
- Telephone Line Physical Inventory work
- Telephone Line Inventory reconciliation

**Telephone Billing Audit**  
Error identification  
Dispute resolution  
Credits, Refunds & Savings  
Cost Savings identification and resolution

**Telephone line Inventory Management**  
Initial Inventory build  
On going inventory management

**Telecommunications Contract reviews and Negotiations**  
Simple tariff offering  
Complex customized offerings

**Telecommunications Time & Materials Consulting**  
Project related  
Contract review, negotiations, Associated analysis  
Inventory compilation  
Tariff research  
vendor comparisons  
Vendor and customer meetings  
Contract recommendations

**All geared to save the City money on telecommunications expenditures.**

**Cost (Identify all sources and amounts)**

\$48,000.00

**Contract term (include all proposed renewals)**

ONE YEAR

**Type of award**

EUS

**If "Other Exception", enter type**

**Additional Information**

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
Signature of Department Director

3-31-14  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Director of Purchasing

\_\_\_\_\_  
Date

**CERTIFICATION OF ROBERT MAGRO IN SUPPORT OF AWARD OF  
CONTRACT TO TELECOM INTEGRITY GROUP AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT PUBLIC  
BIDDING.**

---

March 31, 2014

**TO:** Municipal Council of the City of Jersey City  
**FROM:** Robert Magro, IT Director  
**RE:** CONTRACT FOR TELECOMMUNICATIONS CONSULTING SERVICES  
FOR THE IT DIVISION

This is to request your approval of a Resolution authorizing a contract to be executed as follows:

**FIRM:** TELECOM INTEGRITY GROUP  
**COST:** \$48,000  
**PERIOD:** January 1, 2014 TO December 31, 2014  
**PURPOSE:** Use of consulting services for issues related to voice and data  
telecommunications goods, services, billing, audit services, inventory,  
contract negotiation and dispute resolution.

This is to request an award of contract without the receipt of formal bids as an Extraordinary  
Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]

1. **Description of work to be done**

List of services to be delivered from **TELECOM INTEGRITY GROUP** :

Invoice gathering  
Inventory Build  
Rate & Tariff review  
Physical Inventory work  
Inventory reconciliation

**Audit**

Error identification  
Dispute resolution  
Credits, Refunds & Savings  
Cost Savings identification and resolution

**Inventory Management**

Initial Inventory build  
On going inventory management

**Contract review and Negotiations**

Simple tariff offering  
Complex customized offerings

**Time & Materials Consulting**

Project related  
Contract review, negotiations. Associated analysis  
Inventory compilation  
Tariff research  
vendor comparisons  
Vendor and customer meetings  
Contract recommendations

2. **Why the contract meets the provision of the statute and rules**

Given the scope of services required by the Information Technology Division it is not reasonably possible to draft specifications that cover this scope of services.

3. **Service is specialized and qualitative in nature**

The Information Technology Division has been unable to find another vendor who can provide the scope of services required.

4. **Solicitation of quotations**

By polling other IT Directors of municipalities the Information Technology Division identified two other vendors who could provide some but not all of the same services; Spherical Consulting (\$90,000) and Vision Telecom (\$120,000). **TELECOM INTEGRITY GROUP** offered the lowest price for the services (\$48,000).

5. **I have reviewed the rules of the Division of Local Government Services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,



Robert Magro, IT Director



**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

**PURCHASE ORDER NUMBER**  
**113043**

**PURCHASE ORDER & VOUCHER**

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0165602**  
 BUYER **EUS**

DATE	VENDOR NO.
03/19/2014	TE546425

**VENDOR INFORMATION**

**TELECOM INTEGRITY GROUP**  
**KURT JOHNSON**  
 1250 RTE 28, SUITE 305  
 BRANCBURG NJ 08876

**DELIVER TO**  
**INFORMATION TECHNOLOGY**  
**1 JOURNAL SQUARE PLAZA, 3RD FL**  
**JERSEY CITY NJ 07306**

**BILL TO**  
**INFORMATION TECHNOLOGY**  
**1 JOURNAL SQUARE PLAZA, 3RD FL**  
**JERSEY CITY NJ 07306**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	<b>TELECOM AUDIT</b> <b>TELECOMMUNICATIONS CONSULTING SERVICES</b> <b>EXTRAORDINARY UNSPECIFIABLE SERVICE CONTRACT</b> <b>TELECOM BILLING AUDITS, LINE INVENTORY</b> <b>CONTRACT NEGOTIATIONS, BILLING CONFLICT</b> <b>RESOLUTION</b> <b>RFP CREATION AND BID REVIEW SERVICES</b>  YEARLY \$48,000, CY 2014: 1/1/14 - 12/13/14 MONTHLY \$4,000  EUS RESO _____, APPROVED _____  REIMBURSE VIA PARTIAL PAYMENTS	01-201-31-435-314	20,000.0000	20,000.00

TAX EXEMPTION NO. **22-6002013**

**PO Total** **20,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

# RESOLUTION CHECKLIST

*Telecom*



GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0165602

PO # 113043

DEPT/DIV: INFO TECH

SUBJ: CONSULTING/AUDIT SRVCS

## GOODS & SERVICES NON BIDS

		Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement				X							
EEO/AA Compliance											
BRC/Validation				X							
Pay-to-Play, Political Contribution/B.E.D.											
Legislative Fact Sheet/ Determination of Value				X							
Other: EUS Certification				X							

**NOTE:**

## BIDS

		Goods & Services	Construction	RFP's	RFQ's	Resolution	Amending
Proposal Page/Amounts							
EEO/AA Compliance							
BRC/Validation							
Certification Regarding Suspension/Debarment							
Legislative Fact Sheet/ Determination of Value							

**Notes:** \_\_\_\_\_

<b>Requisition #</b>
0165602

**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

<b>Assigned PO #</b>
113 043

**Requisition**

**Vendor**  
 TELECOM INTEGRITY GROUP  
 KURT JOHNSON  
 1250 RTE 28, SUITE 305  
 BRANCHBURG NJ 08876  
 TE546425

**Dept. Bill To**  
 INFORMATION TECHNOLOGY  
 1 JOURNAL SQUARE PLAZA, 3RD FL  
 JERSEY CITY NJ 07306

*EUS*

**Dept. Ship To**  
 INFORMATION TECHNOLOGY  
 1 JOURNAL SQUARE PLAZA, 3RD FL  
 JERSEY CITY NJ 07306

**Contact Info**  
 robert magro  
 2015474274

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	TELECOM AUDIT	01-201-31-435-314	20,000.00	20,000.00
		TELECOMMUNICATIONS CONSULTING SERVICES			
		EXTRAORDINARY UNSPECIFIABLE SERVICE CONTRACT			
		TELECOM BILLING AUDITS			
		LINE INVENTORY			
		CONTRACT NEGOTIATIONS, BILLING CONFLICT RESOLUTION			
		RFP CREATION AND BID REVIEW SERVICES			
		MONTHLY \$4,000			
		YEARLY \$48,000			
		REIMBURSE VIA PARTIAL PAYMENTS			

**Requisition Total 20,000.00**

Req. Date: 03/19/2014

Requested By: BOBM

Approved By: \_\_\_\_\_

Buyer Id:

**This Is Not A Purchase Order**

## **Telecom Integrity Group**

1250 Rte 28, Suite 305

Branchburg, New Jersey 08876

March 18, 2014

**To:** Robert Magro, IT Director, City of Jersey City (JCNJ)

**From:** Kurt Johnson, President, Telecom Integrity Group

**Regarding:** Telecom Integrity Group Consulting Services Renewal for The City of Jersey City, 2014

TIG has been performing telecom audit and consulting services for JCNJ for over 5 years with tremendous success that is well documented. Our scope of work covers identifying and resolving both billing errors and savings opportunities. We assist with the investigation and analysis of various technology, contract, and vendor choices. As well we have compiled and maintained a detailed inventory of all your lines and circuits

As you know, we have several pending projects with significant impact to JCNJ, and look forward to bringing these through to resolution.

- Monthly Fee: \$4,000
- Contingency fee on savings and refund items: 20%
- Term of Contract: 1 year, with option to renew each new fiscal year

### **Deliverables:**

(Same as currently provided)

- Retrieve and review carrier invoices
- Review, update, and maintain inventory of lines and circuits
- Analyze, generate, and provide monthly "check request" to allow for accurate invoice payment
- Analyze, generate, and provide Monthly Reports detailing telecom spend by department
- Field and resolve telecom billing related questions
- Track and report MAC activity (requires TIG to receive copy of orders)
- Ensure various discounts are processed and completed in billing
- Identify and resolve billing discrepancies and savings opportunities
- Assist with contract and carrier negotiations
- Monthly on-site meetings to review and discuss pending projects and status
- TIG will accommodate and various needs, changes, or modifications as they arise

**Spherical Consulting**  
Flemington, NJ

# ESTIMATE

Estimate # 125

Estimate Date 3/18/2014

Robert Magro  
City of Jersey City

Item	Description	Unit Price	Quantity	Amount
Service	Monthly Telecommunications Bill Process	\$ 7,500.00	12	\$ 90,000.00
Service	Telephone Audit Services	\$ 1,000.00	12	\$ 12,000.00

**NOTES: Monthly invoice review, audit and consulting services**

	<b>Subtotal</b>	\$102,000.00
	<b>Total</b>	\$102,000.00
	<b>Amount Paid</b>	\$ -
	<b>Annual Charges</b>	\$102,000.00

# Vision Telecom

Providence, RI 02908

# SALES QUOTATION

**TO:**

Robert Magro  
Jersey City

F.O.B.  
TERMS  
DELIVERY  
NUMBER

8237.00

Thank you for your inquiry dated: *March 1, 2014*  
We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	ANNUAL PRICE
1	12	Monthly Phone Bill Payment Process	\$10,000.00	\$120,000.00
2	50%	Audits (refunds and reductions)	variable	variable
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

*We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.*

PER

March 15, 2014

DATE

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of contractor> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award schedule for approval of the contract by the governing body) to any of the following named candidates committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(d), (e) and (f).

Election Fund for Steven Fulop (2013)	Councilperson Frank Cafowald
Team Fulop	Councilperson Kieran "Chloe" Ramchal
Team Fulop Runoff	Councilperson Richard Bagnasco
League for Council	Councilperson Michael Yun
Councilperson Joyce E. Wattmann	Councilperson Candice Osborne
Councilperson David Rivera	Councilperson Diana Colman

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership    
 Corporation    
 Sole Proprietorship    
 Subchapter S Corporation  
 Limited Partnership    
 Limited Liability Corporation    
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
KURT JOHNSON	31 PINEHURST CIRCLE, AMMONIA, NJ 08801

**Part III - Signature and Attestation**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: TELECOM INTEGRITY GROUP  
Signed: K. Johnson Title: PRESIDENT  
Print Name: KURT JOHNSON Date: 1/13/14

Subscribed and sworn before me this   2   day of \_\_\_\_\_, 20  14  

\_\_\_\_\_  
(Affiant)

My Commission expires: \_\_\_\_\_  
(Past name & title of affiant) (Corporate Seal)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnslfnmenu.shtml](http://www.nj.gov/dca/lgs/lfnslfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**





**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that TELECOM INTEGRITY GROUP (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding JANUARY 17, 2014 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract TELECOM INTEGRITY GROUP (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: TELECOM INTEGRITY GROUP

Signed: [Signature] Title: PRESIDENT

Print Name: RUH JOHNSON Date: 1/17/14

Subscribed and sworn before me  
this \_\_\_ day of \_\_\_, 2\_\_\_ (Affiant)

My Commission expires: \_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.258

Agenda No. 10.Z.13

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL MARKETING LP FOR EMAIL ARCHIVING AND DISASTER RECOVERY SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Division of Information Technology requires **Email Archiving and Disaster Recovery Services for the City's Microsoft Exchange Email System**; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Dell Marketing L.P., One Dell Way, RR8 MS41, Round Rock, Texas 78682 is in possession of State Contract No. A70256, submitted a proposal for **Email Archiving and Disaster Recovery Services**; and

**WHEREAS**, funds are available for this contract in **Administration, Information Technology/Contractual Services Fund**;

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	113158	A70256	\$58,276.44

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **Dell Marketing L.P.**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL MARKETING LP FOR EMAIL ARCHIVING AND DISASTER RECOVERY SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, \_\_\_\_\_, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	113158	A70256	\$58,276.44

Approved by Patricia M Vega for: 4-3-14  
 Patricia M Vega, Principal Buyer, RPPS for:  
 Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
4/3/13

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL MARKETING LP FOR EMAIL ARCHIVING AND DISASTER RECOVERY SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**Project Manager**

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	Director
Phone/email	201-547-4274	bobm@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

**CONTRACT TO ARCHIVE CITY EMAIL AS WELL AS PROVIDING DISASTER RECOVERY SERVICES IN THE EVENT THE CITY DATA CENTER IS DISABLED. ARCHIVING EMAIL IS REQUIRED BY THE STATE OF NEW JERSEY. IT IS ALSO NECESSARY TO FACILITATE SEARCHES FOR EMAIL FOR OPRA REQUESTS. FINALLY, EMAIL MUST BE ARCHIVED IN THE EVENT OF LEGAL ACTIONS AGAINST THE CITY.**

**Cost (Identify all sources and amounts)**

\$58,276.44

**Contract term (include all proposed renewals)**

ONE YEAR

Type of award **STATE CONTRACT/WSCA**

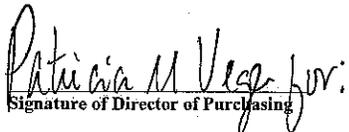
If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

4-1-14  
Date

  
Signature of Director of Purchasing

4.2.14  
Date



**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

**PURCHASE ORDER NUMBER**  
**113158**

**PURCHASE ORDER & VOUCHER**

**REQUISITION # 0165743**  
**BUYER STATECONT**

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

**DATE**      **VENDOR NO.**  
**04/01/2014**      **DE147643**

**VENDOR INFORMATION**

**DELL MARKETING L.P.**  
**ONE DELL WAY, RR8 MS41**  
  
**ROUND ROCK TX 78682**

**DELIVER TO**  
**INFORMATION TECHNOLOGY**  
**1 JOURNAL SQUARE PLAZA, 3RD FL**  
  
**JERSEY CITY NJ 07306**

**BILL TO**  
**INFORMATION TECHNOLOGY**  
**1 JOURNAL SQUARE PLAZA, 3RD FL**  
**JERSEY CITY NJ 07306**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	<b>EMAIL ARCHIVE</b> <b>DELL EMAIL ARCHIVING AND</b> <b>DISASTER RECOVERY SERVICES</b>  <b>CY 2014 PERIOD: 1/1/14 - 12/31/14</b>  <b>QUOTE: 673367125</b>  <b>M-0483: WSCA COMPUTER CONTRACT</b>  <b>SC A70256</b>  <b>SC RESO _____, APPROVED _____</b>	01-201-20-140-314	58,276.4400	58,276.44

**TAX EXEMPTION NO. 22-6002013**

**PO Total 58,276.44**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**Original Copy**

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

<b>Requisition #</b>
<b>0165743</b>

**CITY OF JERSEY CITY**

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

<b>Assigned PO #</b>

**Requisition**

**Vendor**  
DELL MARKETING L.P.  
ONE DELL WAY, RR8 MS41  
ROUND ROCK TX 78682

**Dept. Bill To**  
INFORMATION TECHNOLOGY  
1 JOURNAL SQUARE PLAZA, 3RD FL  
JERSEY CITY NJ 07306

**Dept. Ship To**  
INFORMATION TECHNOLOGY  
1 JOURNAL SQUARE PLAZA, 3RD FL  
JERSEY CITY NJ 07306

DE147643

**Contact Info**  
robert magro  
2015474274

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	EMAIL ARCHIVE DELL EMAIL ARCHIVING AND DISASTER RECOVERY SERVICES TERM : ONE YEAR. FROM 1-1-14 TO 12-31-14 QUOTE # 673367125	01-201-20-140-314	58,276.44	58,276.44

**Requisition Total 58,276.44**

Req. Date: 03/28/2014

Requested By: BOBM

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DELL MARKETING LP

**Trade Name:**

**Address:** ONE DELL WAY MS RR1-38  
ROUND ROCK, TX 78682

**Certificate Number:** 0095191

**Effective Date:** May 18, 2010

**Date of Issuance:** April 01, 2014

**For Office Use Only:**

20140401152810041

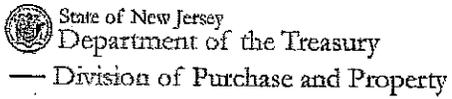
**\*\* Budget Account \*\***

Fund	1	CURRENT FUND	Budget Amount	464,000.00
G/L	201	CURRENT APPROPRIATIONS	Revised Budget	.00
Cafr	20	GENERAL GOVERNMENT	Beginning Balance	464,000.00
Subsidiary	140	INFO TECH	Prior YTD Expended	.00
Line Item	314	CONTRACTUAL SERVICES	Curr. YTD Expended	259,355.27
Sort Code	25	ADMINISTRATION DEPT	Open Encumbered	115,563.98
Year/Period	2014 / 4	<input type="checkbox"/> View in Ascending Order <input checked="" type="checkbox"/> View in Descending Order	Ending Balance	89,080.75
Clg. Year/Period			<input type="button" value="New Acct"/> <input type="button" value="Previous &gt;"/> <input type="button" value="&lt; Next"/>	

Double-Click On An Item Below To View All Details of Corresponding Transaction

LCd	Per	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
VR	4	3/31/2014	112251	FOLEY POWER SYS	4908	SYSTEM SUPPORT	2,382.00	.00
VR	4	3/31/2014	112205	ASTRO TECH	JCPD-088	MAINFRAME SERV	24,756.00	.00
VR	4	3/27/2014	112259	NEW CASTLE COM	21980	SYSTEM SUPPORT	14,616.00	.00
VR	4	3/21/2014	112422	AMBER-AIR INC.	*	HVAC MAINTENAN	1,619.90	.00
VR	4	3/21/2014	112203	H&L SYSTEMS INC	988	SOFTWARE SUPPO	10,416.66	.00
VR	3	3/26/2014	112422	AMBER-AIR INC.	2467749	HVAC MAINTENAN	947.54	.00
VR	3	3/26/2014	112204	MICRO SYSTEMS -	10365	SOFTWARE SUPPO	20,600.00	.00
VR	3	3/26/2014	112202	NETWORK MANAG	NMS7670	SUPPORT SERVICE	36,400.00	.00
VR	3	3/26/2014	112467	NEW CASTLE COM	21979	SYSTEM SUPPORT	9,775.00	.00
VR	3	3/26/2014	112564	BMC SOFTWARE, I		SOFTWARE SUPPO	2,275.00	.00
VR	3	3/12/2014	112270	CDW GOVERNMENT	4809546	CISCO SMARTNET	50,292.01	.00
VR	3	3/12/2014	112203	H&L SYSTEMS INC	*	SOFTWARE SUPPO	20,833.32	.00
VR	3	3/12/2014	112255	PRINTER SOURCE	P255	OL CARE	2,269.50	.00
VR	3	3/12/2014	112422	AMBER-AIR INC.	*	HVAC MAINTENAN	1,186.16	.00
VR	2	2/26/2014	112258	EMERSON NETWO	N141610	SYSTEM SUPPORT	11,521.00	.00
VR	2	2/11/2014	112256	WEBQA INC.	82-13120	SOFTWARE SUPPO	13,920.00	.00
VR	2	2/11/2014	112257	CHECKWRITER FO	80365	RENEWAL OF EXTE	2,468.00	.00

Governor Chris Christie • Lt. Governor Kim Guadagno



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### TERM CONTRACT SEARCH BY TNUMBER

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T-Number	Title	Vendor	Contract #
M0003 11-r -21493	SOFTWARE LICENSE & RELATED SER	DELL MARKETING LP	77003
M0483 08-r -39975	WSCA COMPUTER CONTRACT	DELL MARKETING LP	70256

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**QUOTATION**

Quote #: 673367125  
 Customer #: 69796111  
 Contract #: 70137  
 Customer Agreement #: Dell Std Terms  
 Quote Date: 01/17/2014  
 Customer Name: CITY OF JERSEY CITY

Date: 1/17/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

**Sales Professional Information**

SALES REP: JASON YEH PHONE: 1888 - 9773355  
 Email Address: [Jason.Yeh@Dell.com](mailto:Jason.Yeh@Dell.com) Phone Ext: 5139160

**SOFTWARE & ACCESSORIES**

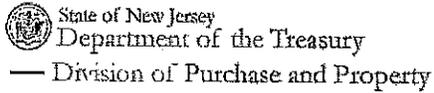
**GROUP TOTAL: \$58,276.44**

Product	Quantity	Unit Price	Total
Dell EMS Services: EMS Archive With Storage for 1 mailbox with Annual Billing for 1 year, Tier 3 (972-4224)	824	\$31.42	\$25,890.08
Dell EMS Services: EMS Archive Continuity Add-On for 1 mailbox with Annual Billing for 1 year, Tier 3 (972-4161)	824	\$20.57	\$16,949.68
Dell Modular Services: Base Wireless Continuity for 1 Year (992-8988)	1	\$600.00	\$600.00
Dell Modular Services: Wireless Continuity for 1 Mailbox for 1 Year (992-9008)	17	\$9.00	\$153.00
Dell EMS Services: Email Security for 1 Mailbox for 1 Year, Tier 4 (971-0056)	824	\$17.82	\$14,683.68

**\*Total Purchase Price: \$58,276.44**  
**Product Subtotal: \$58,276.44**  
**Tax: \$0.00**  
**Shipping & Handling: \$0.00**  
**State Environmental Fee: \$0.00**  
**Shipping Method: UNAUTHORIZED**  
 (\* Amount denoted in \$)

**Statement of Conditions**

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors. Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation. This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by CITY OF JERSEY CITY for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found at [www.dell.com/terms](http://www.dell.com/terms), and which incorporate Dell's U.S. Return Policy, at [www.dell.com/returnpolicy#total](http://www.dell.com/returnpolicy#total). Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell|EMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract (s), which can be found at [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts). All information supplied to CITY OF JERSEY CITY for the purpose of this proposal is to be considered confidential information belonging to Dell.



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**Notice of Award  
Term Contract(s)**

**M-0483  
WSCA COMPUTER CONTRACT**

Vendor Information
Authorized Dealers
By Vendor
Email to VICENTE AZARCON

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [Notice of Award \(NOA\) Text Adobe PDF \(56 kb\)](#)
- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Method of Operation Adobe PDF \(25 kb\)](#)
- [Price Lists Link](#)
- [Amendment #1 - Line Item Addition - \(Maintenance Adobe PDF \(41 kb\)](#)
- [Amendment #2 - Contract Change Adobe PDF \(41 kb\)](#)
- [Amendment #3 - Agency Information Change Adobe PDF \(9 kb\)](#)
- [Amendment #4 - Vendor Information Change Adobe PDF \(18 kb\)](#)
- [Amendment #5 - Line Item Addition Adobe PDF \(18 kb\)](#)
- [Amendment #6 - Contract Cancellation Adobe PDF \(18 kb\)](#)
- [Amendment #7 - Additional Distributors Adobe PDF](#)

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**NOAs By Number                      NOAs By Title                      Search NOAs**

<b>Index #:</b>	M-0483
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 10/17/07 TO: 08/31/14
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*

	DELL MARKETING LP ACH ELECTRONIC PAYMENT ONE DELL WAY ROUND ROCK, TX 78682
<b>Contact Person:</b>	JILL HENDERSON
<b>Contact Phone:</b>	512-725-0542
<b>Order Fax:</b>	512-283-0542
<b>Contract#:</b>	70256
<b>Expiration Date:</b>	08/31/14
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	EMC CORPORATION 171 SOUTH STREET HOPKINTON, MA 01748-2208
<b>Contact Person:</b>	KRISTINE FRENCH
<b>Contact Phone:</b>	916-797-7044
<b>Order Fax:</b>	888-580-6069
<b>Contract#:</b>	75580
<b>Expiration Date:</b>	08/31/14
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	FUJITSU COMPUTER PRODUCTS OF AMERICA 1255 E ARQUES AVE SUNNYVALE, CA 94085-4701
<b>Contact Person:</b>	CLAUDIA GONZALES
<b>Contact Phone:</b>	267-282-5585
<b>Order Fax:</b>	408-764-2720
<b>Contract#:</b>	75579
<b>Expiration Date:</b>	08/31/14
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	HEW LETT PACKARD COMPANY GOVERNMENT/EDUCATION SALES 442 SW AN BLVD DEERFIELD, IL 60015
<b>Contact Person:</b>	DEBRA LEE

		EST QUANTITY	UNIT	% DISCOUNT	
00014	COMM CODE: 208-65-072706 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: POINT-OF-SALE HARDWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 209-66-072707 [COMPUTER SOFTWARE FOR MINILAND...]  ITEM DESCRIPTION: POINT-OF-SALE SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SERVICES AND TRAINING	1.000	EACH	NET	N/A
<b>Vendor:</b> DELL MARKETING LP ACH ELECTRONIC PAYMENT		<b>Contract Number:</b> 70256			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: DESKTOP COMPUTERS AND DESKTOP COMPUTER BUNDLES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: LAPTOP COMPUTERS, INCLUDING NOTEBOOKS, TABLETS AND CONVERTIBLE TABLETS AND BUNDLES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 204-76-072693 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: PRINTERS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 204-68-072694 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: PERIPHERALS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00005	COMM CODE: 208-80-072695 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: DESKTOP COMPUTER SOFTWARE	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00006	COMM CODE: 209-83-072696 [COMPUTER SOFTWARE FOR MINI AND ...]  ITEM DESCRIPTION: SERVER SOFTWARE	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00007	COMM CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: SERVERS AND SERVER BUNDLES	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00008	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: STORAGE SOLUTIONS	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00010	COMM CODE: 204-64-072701 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: COMPUTER PARTS (HARD DRIVES, PATCH CABLES, MEMORY ETC.)	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00011	COMM CODE: 207-72-072702 [COMPUTER ACCESSORIES AND SUPPLIES]  ITEM DESCRIPTION: SUPPLIES AND CONSUMABLES FOR COMPUTERS AND PRINTERS	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00012	COMM CODE: 204-88-072704 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: SCANNERS	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00013	COMM CODE: 600-72-072705 [OFFICE MACHINES, EQUIPMENT, AND ...]	1.000	EACH	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	ITEM DESCRIPTION: MULTI-FUNCTION MACHINES				
00014	COMM CODE: 208-65-072706 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: POINT-OF-SALE HARDWARE	1.000	EACH	NET	N/A
	ITEM DESCRIPTION: POINT-OF-SALE HARDWARE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 209-66-072707 [COMPUTER SOFTWARE FOR MINI AND ...]  ITEM DESCRIPTION: POINT-OF-SALE SOFTWARE	1.000	EACH	NET	N/A
	ITEM DESCRIPTION: POINT-OF-SALE SOFTWARE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SERVICES AND TRAINING	1.000	EACH	NET	N/A
	ITEM DESCRIPTION: SERVICES AND TRAINING				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 920-37-074527 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: MAINTENANCE OF HARDWARE	1.000	EACH	NET	N/A
	ITEM DESCRIPTION: MAINTENANCE OF HARDWARE				
<b>Vendor:</b> EMC CORPORATION		<b>Contract Number:</b> 75580			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 204-68-072694 [COMPUTER HARDWARE AND PERIPHERALS FOR ...]  ITEM DESCRIPTION: PERIPHERALS DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
	ITEM DESCRIPTION: PERIPHERALS DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-072695 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
	ITEM DESCRIPTION: SOFTWARE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 209-83-072696 [COMPUTER SOFTWARE FOR MINI AND ...]  ITEM DESCRIPTION: SERVER SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
	ITEM DESCRIPTION: SERVER SOFTWARE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND	1.000	EACH	NET	N/A

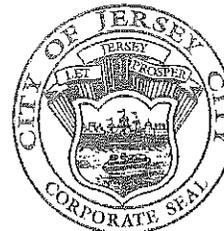
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.258

Agenda No. 10.Z.13

Approved: APR 09 2014

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL MARKETING LP FOR EMAIL ARCHIVING AND DISASTER RECOVERY SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Division of Information Technology requires **Email Archiving and Disaster Recovery Services for the City's Microsoft Exchange Email System**; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Dell Marketing L.P., One Dell Way, RR8 MS41, Round Rock, Texas 78682 is in possession of State Contract No. A70256, submitted a proposal for **Email Archiving and Disaster Recovery Services**; and

**WHEREAS**, funds are available for this contract in Administration, Information Technology/Contractual Services Fund;

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	113158	A70256	\$58,276.44

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **Dell Marketing L.P.**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continued to page 2)

TITLE: **APR 09 2014**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL MARKETING LP FOR EMAIL ARCHIVING AND DISASTER RECOVERY SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	113158	A70256	\$58,276.44

Approved by \_\_\_\_\_  
Patricia M. Vega, Principal Buyer, RPPS for:  
Peter Folgado, Director of Purchasing, RPPO, QPA

pv  
4/1/14

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL MARKETING LP FOR EMAIL ARCHIVING AND DISASTER RECOVERY SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**Project Manager**

<b>Department/Division</b>	Administration	Information Technology
<b>Name/Title</b>	Robert Magro	Director
<b>Phone/email</b>	201-547-4274	bobm@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

**CONTRACT TO ARCHIVE CITY EMAIL AS WELL AS PROVIDING DISASTER RECOVERY SERVICES IN THE EVENT THE CITY DATA CENTER IS DISABLED. ARCHIVING EMAIL IS REQUIRED BY THE STATE OF NEW JERSEY. IT IS ALSO NECESSARY TO FACILITATE SEARCHES FOR EMAIL FOR OPRA REQUESTS. FINALLY, EMAIL MUST BE ARCHIVED IN THE EVENT OF LEGAL ACTIONS AGAINST THE CITY.**

**Cost (Identify all sources and amounts)**

\$58,276.44

**Contract term (include all proposed renewals)**

ONE YEAR

**Type of award** STATE CONTRACT/WSCA

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

4-1-14  
Date

Signature of Director of Purchasing

Date